



COLLECTIVE AGREEMENT

BETWEEN

**SHEPHERD'S CARE FOUNDATION
KENSINGTON VILLAGE**

AND

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
GENERAL SUPPORT SERVICES
LOCAL 047 CHAPTER 027**

EXPIRES: SEPTEMBER 30, 2010

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PURPOSE AND PREAMBLE

Agreeing that in continuing care, assisted living, supportive and home care, each resident is a unique individual whose diverse needs are met within a friendly and caring atmosphere. Shepherd's Care Christian ministry will remain an oasis of faith, hope and love with a warm sense of family and community in which prayer and spiritual support play a vital role.

It is the mutual desire and intent of the Parties to:

- (i) Ensure the provision of the best possible service and quality resident care, by providing quality care that is holistic, providing for spiritual, physical, emotional and social needs in a loving Christian environment;
- (ii) Protect the interests of residents, tenants, Employees and the Community;
- (iii) Maintain harmonious relations between the Employer and the Union;
- (iv) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties;
- (v) Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment;
- (vi) Recognize the uniqueness of the Employer's operation.

ARTICLE 1

Term of Collective Agreement

- 1.01 This Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from September 15, 2009 up to and including September 30, 2010 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- 1.04 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.

ARTICLE 2

Definitions

- 2.01 "Code" means Labour Relations Code, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the appropriate section of the Code dealing with the resolution of a dispute or difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Basic Rate of Pay" shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the term of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Continuous Employment" shall mean the period of uninterrupted employment within the Bargaining Unit.
- 2.06 "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 shall be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of continuing nature.
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the regular hours specified in the "Hours of Work" Article 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 specific job; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.
 - (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than six (6) months; or

- (ii) to replace a full-time or part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
- (iii) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months;

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

- 2.07 "Employer" shall mean and include such officers as may from time to time be appointed, or designated to carry out administrative duties in respect of the operation and management of the Shepherd's Care Kensington Village.
- 2.08 "Feminine Gender" shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.09 "Facility" means the health facility named as "Employer" in this Collective Agreement.
- 2.10 "Registration" shall take meaning from the Health Professions Act R.S.A. 2003, c.H-7 as amended. Registration is not membership in the Union.
- 2.11 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
 - (a) "Shift Cycle" means the period of time when the shift schedule repeats itself. Where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding four (4) weeks.
 - (b) "Shift Pattern" means days and/or evenings and/or night shifts.
- 2.12 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 2.13 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.14 "Local" means the Local of AUPE.
- 2.15 "Week" or "Block of Day Shifts" means a period of seven (7) successive days beginning with Monday.
- 2.16 "Shall" means must.
- 2.17 "Bargaining Unit" shall mean the unit of employees as described on the Labour Relations Board Certificate.
- 2.18 "Position" shall mean:
 - (a) the Employee status

- (b) the classification
 - (c) Full-time equivalency (FTE).
- 2.19 "Status" shall mean either full-time or part-time or temporary or casual as defined above.
- 2.20 "Classification" shall mean job title and pay scale established for the job title.
- 2.21 "FTE" shall mean the ratio of the scheduled bi-weekly hours for the position held by the employee to the normal full-time bi-weekly hours defined at Article 11- Hours of Work in this agreement.
- 2.22 "Parties" shall mean AUPE and the Shepherd's Care Foundation.

ARTICLE 3

Recognition and Applications

- 3.01 (a) The Employer recognizes the Union as the sole bargaining agent for all employees as described in the certificate issued pursuant to the Code.
- (b) The Employer acknowledges that the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 This agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations Board to be excluded under the provisions of the Labour Relations Code [LRC].
- 3.03 Persons whose jobs are not in the bargaining unit or volunteers shall not perform bargaining unit work, except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, and provided that the act of performing the aforementioned work does not displace any bargaining unit employee or reduce the hours of work or pay of any Employee. An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well being of the residents.
- 3.04 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Agreement.
- (a) For the purposes of this collective agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to notification of the Director of Human Resources or her designate.

- (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.
- 3.05 All correspondence between the parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 3.06
 - (a) The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation of not more than fifteen (15) minutes by the Union on the Employer's time.
 - (b) An Employee shall have the right to wear the Union apparel/lapel pin/button during working hours.
- 3.07 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.

Application of the Collective Agreement

- 3.08 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 3.09 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 3.10 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.
- 3.11 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires.
- 3.12 "Shall" shall be interpreted to be mandatory rather than directory.

ARTICLE 4

Union Membership and Dues Deduction

- 4.01 All Employees have the right:
- (a) to be members of the Union and to participate in its lawful activities;
 - (b) to bargain collectively with the Employer through the Union;
 - (c) to voluntary membership in the Union;
- 4.02 All Employees shall be required to pay Union Dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.
- 4.03 (a) The Employer shall remit Union Dues deducted from the pay of all Employees to the Union after each pay period no later than the following pay period. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding pay period. The deduction remitted shall be accompanied by a list specifying the following:
- the Employee's name;
 - identification number;
 - the amount of deduction for each employee;
 - the amount of the employee's bi-weekly earnings.
- (b) Additionally, the Employer shall supply to the Union, not less than twice per year at the Union's request, a report from the Employer's records including the following Employee information:
- mailing address;
 - classification;
 - commencement date;
 - hourly rate of pay.
- 4.04 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- The Employer will indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.

ARTICLE 5

Management Rights

- 5.01 The Employer retains all rights not otherwise abrogated or restricted in this Collective Agreement.
- 5.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency and to make, alter and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
 - (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - (c) hire, promote, transfer, lay-off and recall Employees;
 - (d) demote, discipline, suspend or discharge for just cause.

ARTICLE 6

No Discrimination/No Harassment

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual preference, marital status, physical or mental disability, nor by reason of membership or non-membership or activity in the Union nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.
- 6.02 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment and the Employer after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.
- 6.03 The Union and the Employer agree that respect and dignity are minimum acceptable behaviour standards required for all persons in the workplace. Violence is not tolerated.
- 6.04 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:
- (a) Grievance procedure; and
 - (b) Alberta Human Rights Commission.

ARTICLE 7

In-Service Programs

- 7.01
- (a) The parties to this agreement recognize the value of continuing in-service education for all Employees and that the responsibility for such continuing education lies not only with the individual, but also with the Employer. The term "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, which may be offered by the Employer.
 - (b) Employees who, with the prior approval of their Supervisor, attend an in-service or development program shall not suffer a loss of pay for such attendance. An Employee who is required to attend a training course or seminar, shall be paid at straight time for attendance at such a meeting, or granted time off in lieu.
 - (c) The Employer's staff training and development policy governing in-service programs will include mandatory elements, as modified from time-to-time, and may include, but will not be limited to the following:
 - (i) Emergency preparedness [including fire, evacuation and disaster procedures];
 - (ii) CPR (when established by the employer as a mandatory qualification);
 - (iii) occupational health & safety matters and prevention of personal injury;
 - (iv) prevention of resident abuse, Protection for Persons in Care legislation and regulations; privacy and client confidentiality;
 - (v) dementia care training, prevention and management of staff abuse;
 - (vi) resident's rights and customer service;
 - (vii) workplace hazardous materials information systems (WHMIS) training;
 - (viii) a certification under the Food Safe or other programs as may be required by the regulatory authority.

7.02 Professional Development Days

Upon written advance request and sufficient notice by regular employees designated pursuant to the Health Professions Act RSA 2003 ch-7 as amended, and when operational requirements permit, the Employer will not unreasonably deny up to three (3) paid professional development days annually for professional development- one which must include annual CPR renewal, at the basic rate of pay.

An Employee shall be advised, prior to taking any professional development days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

7.03 Trade Certification Days

Upon written advance request and sufficient notice by regular employees, when required to maintain trade certification or journeyman status under the Alberta Apprenticeship and Trades regulations and when operational requirements permit, the Employer will not unreasonably deny up to three (3) days paid leave annually at the basic rate of pay.

An Employee shall be advised, prior to taking any trade certification days of any transportation, registration fees, subsistence and other expenses that will be paid by the Employer.

ARTICLE 8

Probationary Period and Orientation

8.01 Each Employee shall first serve a single probationary period of five hundred and six (506) hours worked. In the case of part-time or temporary Employees who upon completion of six (6) calendar months of employment and who have not completed five hundred and six (506) hours, their probationary period shall be deemed to have been completed. Casual Employees shall serve a single probationary period of five hundred and six (506) hours worked.

If a new Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or his employment terminated, in writing, at any time during the probationary period without cause, and such dismissal or termination of employment shall be subject to appeal through the grievance procedure but shall not be subject to arbitration.

8.02 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of one hundred and sixty nine (169) hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, such Employee may be dismissed or his employment terminated, in writing at any time during the extended period without cause. Such dismissal or termination of employment shall not be subject to the arbitration procedure.

8.03 The Employer shall provide a performance appraisal of each probationary Employee at least once during her probationary period.

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

- (a) orientation for each shift pattern (days, and/or evenings, and/or nights) that the Employer assigns the Employee to work; and
- (b) an orientation to the site and/or Employer organization;

- (c) an Employee's request for up to three (3) paid orientation shifts under guidance or supervision shall not be unreasonably denied. The orientation period may be extended to five (5) shifts at the Employer's discretion.

8.05 A representative of the Union shall have the right to make a presentation of fifteen (15) minutes to the new Employees on the Employer's premises. Attendance at the presentation shall not be compulsory.

ARTICLE 9

Seniority

9.01 (a) The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the bargaining unit, including all prior periods of uninterrupted service as a Casual, Temporary, or Regular Employee.

- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 9.01(a).

9.02 Seniority shall be considered in determining:

- (a) preference of vacation time;
- (b) layoffs and recalls, subject to the provisions specified in Layoff and Recall Article;
- (c) promotions, transfers, and in filling all vacancies within the bargaining unit subject to the provisions specified in the Appointments, Vacancies and Promotions Article;

9.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:

- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twelve (12) months following the date of initial layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work when recalled, as provided in the Layoff and Recall Article.

9.04 Seniority lists shall be provided by the Employer to the Union twice a year (2X) and when Employees have been served notice pursuant to the provisions of Article 27. The Employer shall also post a copy of the seniority list on the joint bulletin board provided. The seniority list shall contain the name of each regular Employee, their status, their date of hire, site(s) and department(s);

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

ARTICLE 10

Appointments, Vacancies and Promotions

10.01 When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement:

The Employer shall post notices of all vacancies not less than seven (7) calendar days in advance of filling the vacancy. Preference shall be given to current bargaining unit Employees.

The posting shall contain the following information:

- (a) qualifications and/or competencies as required;
- (b) employment status (Regular, Temporary, Casual);
- (c) classification and full-time equivalency [FTE];
- (d) range of rate of pay;
- (e) if temporary, the anticipated duration of such position.

Also, for information purposes only, a notice of vacancy shall specify the number of hours per shift, shift pattern and the shift cycle.

All applications for job postings shall be made in writing to the contact person designated on the posting.

10.02 A copy of all job postings shall be forwarded to the Union and the Union shall be advised of all successful candidates.

10.03 (a) When filling vacancies, the determining factors shall be job related skills, training, knowledge, ability and experience, and where those factors are considered by the Employer to be equal, seniority shall be the deciding factor.

(b) For vacancies within the bargaining unit the Employer shall give first consideration to applicants who are members of the bargaining unit before considering applicants from outside the bargaining unit.

10.04 When the posting process is completed and the position is awarded, notice of the award will be posted within five (5) working days of the decision with a copy to the Union.

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

10.06 The foregoing provisions shall be waived by the parties and deemed inoperative when placement of an Employee in a job is effected to accommodate the medical condition of an Employee for a physical or mental disability, to accommodate a request by the Workers' Compensation Board or the underwriters of the long-term disability income insurance plan. The purpose of the waiver is to provide a period of rehabilitative work experience or vocational rehabilitation.

ARTICLE 11

Hours of Work

11.01 Regular hours of work for Employees, exclusive of meal periods shall be:

- (a) seven and three-quarter (7 3/4) consecutive hours per day;
- (b) thirty-eight and three-quarter (38 3/4) hours per week averaged over one complete cycle of the shift schedule;
- (c) The Employer shall provide two (2) fifteen (15) minute paid breaks or one (1) thirty (30) minute paid break per full shift of seven and three-quarter (7 3/4) hours. These options are subject to the operational requirements of the Employer.

11.02 Regular hours of work shall be deemed to include:

- (a) The Employer shall provide one (1) paid break of fifteen (15) minutes during each shift of not less than three point eight seven (3.87) hours or;
- (b) The Employer shall provide two (2) fifteen (15) minute paid breaks or one thirty (30) minute paid break per full shift of seven and three-quarter (7 3/4) hours. These options are subject to the operational requirements of the Employer;
- (c) If an Employee is recalled to duty during her paid break, she shall be given a full paid break later in her shift, or, where that is not possible, she shall be paid for the break at one point five times (1.5X) her basic rate of pay and effective April 1, 2010, at two times (2X) her basic rate of pay.

11.03 (a) An unpaid meal break of not less than one half (1/2) hour shall be granted to all Employees wherever possible at approximately the midpoint of each seven and three-quarter (7 3/4) shift.

- (b) If an Employee is required to work or is recalled to duty during her meal break, compensating time off for the full meal break shall be provided later in the shift, or, she shall be paid at one point five times (1.5X) her basic rate of pay and effective April 1, 2010, at two times (2X) her basic rate of pay for the full meal break.
- (c) If the Employer requires an Employee to be readily available for duty during her meal break, she shall be so designated in advance and be paid for that meal break at her basic rate of pay.

- 11.04 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and seven (7) days of the week. The first shift of the working day shall fall between 2245 and 0700 hours.
- 11.05 (a) The Employer's operations are continuous twenty four (24) hours per day seven (7) days per week and the Union recognizes that the Employer requires shifts of days, evenings and nights to meet operational requirements.
- (b) The Employer shall consider when scheduling shifts, an Employee's request for certain shift schedules. A request by an Employee to work permanent days, evenings or nights shall not be unreasonably withheld by the Employer, provided that the operational requirements are met by the Employer.
- 11.06 Shifts for Full-time and Part-time Employees will be posted not less than eight (8) weeks in advance. An Employee's shift schedule may be changed after it is posted provided that the Employer gives the Employee fourteen (14) calendar days notice of such change. If the fourteen (14) calendar days' notice is not given, the Employee is entitled to one point five times (1.5X) her basic rate of pay and effective April 1, 2010, at two times (2X) her basic rate of pay for all regular hours scheduled and worked on the first shift of the revised schedule. In the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer, the fourteen (14) day notice period will not apply
- A Regular Part-time Employee may submit in writing her willingness to pick up additional shifts. The Employer may schedule Part-time Employees, who have given their request in writing, for additional shifts with the consent of the Part-time Employee. Where there are available additional shifts the Employer shall endeavour to distribute the additional shifts equitably and consistent with the principles of seniority.
- If an Employee requests a schedule change agreeable to the Employer, this Clause does not apply.
- 11.07 Except by mutual agreement between an Employee and the Employer, shift schedules for Employees shall provide for:
- (i) at least fifteen and one-half (15 1/2) hours off-duty between shifts;
 - (ii) not more than six (6) consecutive scheduled days of work;
 - (iii) not more than two (2) different shift starting times between scheduled days off;
 - (iv) no split shifts;
 - (v) no shift shall be less than three (3) hours;

(vi) two (2) weekends off in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum period of sixty (60) hours off duty;

(vii) and at least two (2) consecutive days of rest.

11.08 An Employee shall not be scheduled to work more than six (6) consecutive days except as may be mutually agreed between the Employee and the Employer or in cases of emergency.

11.09 Except by mutual agreement between a regular Employee and the Employer, shift schedules shall provide for at least fifteen and one-half (15 1/2) hours off duty between shifts. If the Employee is required by the Employer to change shifts without receiving fifteen and one-half (15 1/2) hours off duty, she shall be entitled to premium pay at one point five times (1.5X) her basic rate of pay and effective April 1, 2010, at two times (2X) her basic rate of pay for that shift. If the Employee requests a schedule change agreeable to the Employer, this section shall not apply. This section shall not apply in cases when Clause 11.07 above has been applied in altering a shift schedule.

11.10 (a) Employees may exchange shifts among themselves, provided that:

(i) the exchange is agreed to, in writing, between the affected Employees; and

(ii) prior approval of such exchange has been given by the Employees immediate supervisor.

(b) The request shall be in writing, the Employer shall initial such request and provide a copy to the Employee.

(c) Such exchanges shall be recorded on the shift schedule.

(d) Such exchange shall not be deemed a violation of provisions of this Collective Agreement.

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

11.12 On the day fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

11.13 There shall be no split shifts with the exception of modified work shifts prescribed by a physician to accommodate an employee disability.

ARTICLE 12

Overtime

- 12.01 (a) Overtime is all time authorized by the Employer and worked by an Employee in excess of the regularly scheduled daily hours. If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken within twelve (12) months from the date earned shall be paid out.
- (b) The Employer shall designate an individual on the facility premises who may authorize overtime. The Employer shall not unreasonably deny authorization after the fact for overtime worked where such overtime arises as a result of unforeseeable circumstances in which it is impossible to obtain prior authorization.
- 12.02 The overtime rate of one point five times (1.5X) her basic rate of pay and effective April 1, 2010, at two times (2X) her basic rate of pay shall be paid for overtime worked.

12.03 Rest Period and Meal Breaks

Effective the first day of the pay period after written notice of ratification by the Union, an Employee required to work more than two (2) hours overtime shall be provided with a fifteen (15) minute paid rest period prior to working the overtime. Where overtime of three (3) hours or more is required, the Employer shall provide a one half (1/2) hour meal break with pay at the Employees option.

ARTICLE 13

Salaries

- 13.01 The basic rate of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 13.02 Wage rates are effective on the dates specified in the Wage Schedule.
- 13.03 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:
- (a) in the case of a Full-time Employee, two thousand and twenty-two decimal seven five (2,022.75) hours paid, exclusive of all overtime hours; or
- (b) Part-time and Casual Employees shall be entitled to an increment on the completion of two thousand and twenty-two decimal seven five (2,022.75) hours paid.

13.04 Retroactivity

An Employee must be employed on the date of ratification in order to receive the wage rates in the attached schedules. There is no retroactive pay for Employees who are not employed with the Employer on the date of ratification.

Retroactive pay will be the difference between Step rates in the Wage Schedule and the rates paid to Employees by the Employer for the equivalent Step in the periods specified in the Schedule.

13.05 (a) For the purpose of establishing the basic rate of pay on hire, the Employer shall recognize previous experience satisfactory to the Employer provided that not more than two (2) years have elapsed since such experience was obtained.

(b) Previous experience will be recognized in complete yearly units of two thousand twenty-two decimal seventy- five (2,022.75) hours.

13.06 Employees who terminated employment from the Employer and then are re-employed will be placed at the same increment on the salary scale upon re-employment provided that:

(a) they are re-employed into exactly that same classification that they held prior to termination;

(b) that their re-employment is within two (2) years of their prior termination.

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

13.08 Employees required by the Employer to attend mandatory staff meetings, shall be paid at the applicable rate of pay for attendance at such meetings.

13.09 There shall be no pyramiding of differentials, premiums, and bonuses for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.

13.10 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.

ARTICLE 14

Shift Differential

14.01 (a) Effective date of ratification (by the Union), a shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid:

- (i) to Employees working a shift where the majority of such shift falls within the period of fourteen hundred forty-five (1445) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fourteen hundred forty-five (1445) hours and twenty-three hundred (2300) hours; or,
 - (ii) to Employees for each regularly scheduled hour worked between fourteen hundred forty-five (1445) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fourteen hundred forty-five (1445) hours and twenty-three hundred (2300) hours;
 - (iii) to Employees for all overtime hours worked which fall within the period of fourteen hundred forty-five (1445) hours to twenty-three hundred (2300) hours.
- (b) Effective April 1, 2010, a shift differential of two dollars (\$2.00) per hour shall be paid:
- (i) to Employees working a shift where the majority of such shift falls within the period of fourteen hundred forty-five (1445) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fourteen hundred forty-five (1445) hours and twenty-three hundred (2300) hours; or,
 - (ii) to Employees for each regularly scheduled hour worked between fourteen hundred forty-five (1445) hours to twenty-three hundred (2300) hours provided that greater than one (1) hour is worked between fourteen hundred forty-five (1445) hours and twenty-three hundred (2300) hours;
 - (iii) to Employees for all overtime hours worked which fall within the period of fourteen hundred forty-five (1445) hours to twenty-three hundred (2300) hours.

14.02

- (a) Effective date of ratification (by the Union), a shift differential of two dollars (\$2.00) per hour shall be paid:
- (i) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours; or,
 - (ii) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours;

- (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- (b) Effective April 1, 2010, a shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid:
 - (i) to Employees working a shift where the majority of such shift falls within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours; or,
 - (ii) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours provided that greater than one (1) hour is worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours;
 - (iii) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

14.03 Shift differential payments shall not be considered as part of the Employee's basic rate of pay. Shift differential does not apply to the zero six hundred forty-five (0645) hours to fourteen hundred forty-five (1445) hours day shift.

14.04 An Employee shall receive both shift differential and weekend premium in addition to basic rate of pay and overtime pay.

ARTICLE 15

Weekend Premium

15.01 Effective date of ratification (by the Union), a weekend premium of one dollar and fifty cents (\$1.50) per hour shall be paid to Employees who work a shift where the majority of the hours of such shift falls between fourteen hundred forty-five (1445) hours on Friday and zero six hundred forty-five (0645) hours on Monday. Weekend premium shall not be considered as part of the Employee's basic rate of pay.

15.02 Effective April 1, 2010, a weekend premium of one dollar and seventy-five (\$1.75) per hour shall be paid to Employees who work a shift where the majority of the hours of such shift falls between fourteen hundred forty-five (1445) hours on Friday and zero six hundred forty-five (0645) hours on Monday. Weekend premium shall not be considered as part of the Employee's basic rate of pay.

15.03 Where applicable, an Employee shall receive both shift differential and weekend premium with regular and overtime pay.

ARTICLE 16

Union Stewards

- 16.01 The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave his job for this purpose, he will request time off from his immediate supervisor and provide him with as much advance notice as possible. Arrangements will be made by the supervisor to permit the Union Steward to leave his job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the supervisor or authorized alternate, which approval shall not be unreasonably withheld.
- 16.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 16.03 A list of Union Stewards shall be supplied by the Union to the Human Resources Department and the Site Manager. The Human Resources Department shall be advised in writing of any change to her list. The list shall be updated by the Union annually.
- 16.04 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer and when processing a grievance.
- 16.05 Union Representatives Leave
- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.
 - (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
 - (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

- (d) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (e) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

16.06 Negotiations

An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay and without loss of seniority in order to prepare for and participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

ARTICLE 17

Named Holidays

17.01 The following are the Named Holidays:

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

and all general holidays proclaimed to be a statutory holiday by any of the following:

- (a) the city or municipality;
- (b) the Government of the Province of Alberta;
- (c) the Government of Canada.

17.02 To qualify for a Named Holiday with pay, the Employee must:

- (a) work her scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
 - (b) work on the holiday when scheduled.
- 17.03 Regular Employees shall be entitled to a day off with pay on a Named Holiday. A Regular Full-time Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5X) the basic rate of pay and, effective September 1, 2009, at two times (2.0X) the basic rate of pay for the named holidays of Christmas and Thanksgiving Day, plus:
 - (a) payment for such day at the basic rate of pay; or
 - (b) an alternate day off at a mutually agreed time; or
 - (c) by mutual agreement, a day added to her next annual vacation.
- 17.04 When a paid holiday falls on a day that would otherwise be a Regular Employee's regularly scheduled day off, the Employee shall receive an alternate day off with pay as outlined in Clause 17.03 above.
- 17.05 When a Named Holiday falls during a Regular Full-time Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as per Article 17.03 above.
- 17.06
 - (a) A Regular Part-time Employee required to work on a Named Holiday shall be paid at one point five times (1.5X) her basic rate of pay for all hours worked and effective September 1, 2009, at two times (2.0X) the basic rate of pay for the named holidays of Christmas and Thanksgiving.
 - (b) Each pay period, Regular Part-time Employees shall be paid four point six percent (4.6%) of their regular earnings paid at the basic rate of pay, in lieu of Named Holidays.
- 17.07 An Employee shall not be entitled to payment for a Named Holiday or a day off in lieu thereof when the Employee is:
 - (a) on layoff;
 - (b) in receipt of Workers' Compensation benefits;
 - (c) on an unpaid leave of absence;
 - (d) on other leaves of absence in excess of thirty (30) days;
 - (e) receiving paid Sick Leave, Short Term Disability or Long Term Disability Benefits.
- 17.08 An Employee shall be so scheduled as to provide her with days off on either Christmas or New Year's Day off unless otherwise requested by the Employee.

- (i) An Employee granted Christmas Day off in accordance with 17.08 shall be scheduled such that she shall have two (2) consecutive days where she shall not be obligated to work (i.e. December 24th and December 25th or December 25th and December 26th);
- (ii) An Employee granted New Year's Day off in accordance with 17.08 shall be scheduled such that she shall have two (2) consecutive days where she shall not be obligated to work (i.e. December 31st and January 1st or January 1st and January 2nd);
- (iii) The application of Article 17.08 shall supersede the scheduling provisions of Article 11.07.

ARTICLE 18

Annual Vacation

- 18.01 For the purpose of this Article, "Vacation" means vacation with pay.
- 18.02 Vacation Entitlement for Regular Full-time Employees: During each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall earn entitlement to a vacation with pay and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such services as follows:
- (a) During the first (1st) to second (2nd) year of such employment, an Employee earns a vacation entitlement of six percent (6%);
 - (b) During each of the third (3rd) to fourteenth (14th) years of employment, an Employee earns a vacation entitlement of eight percent (8%);
 - (c) During the fifteenth (15th) to twenty-fourth (24th) years of employment, an Employee earns a vacation entitlement of ten percent (10%);
 - (d) During the twenty-fifth (25th) and subsequent years of employment, an Employee earns a vacation entitlement of twelve percent (12%).
- 18.03 (a) Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:
- | | | | | |
|---------------|---|----------------|---|----------------------------|
| Hours worked | | The applicable | | Number of hours paid |
| at the rate | X | % as outlined | = | vacation time to be taken. |
| specified in | | | | |
| 18.03(b)below | | | | |
- (i) six percent (6%) during the first (1st) to second (2nd) year;
or
 - (ii) eight percent (8%) during each of the third (3rd) to fourteenth (14th) years of employment; or

(iii) ten percent (10%) during the fifteenth (15th) to twenty-fourth (24th) years of employment; or

(iv) twelve percent (12%) during the twenty-fifth (25th) year and subsequent years of employment.

(b) For the purpose of Article 18.03(a), hours worked shall include hours worked and paid at the basic rate of pay and sick leave with pay.

18.04 Vacation with pay shall not accrue during periods while:

(a) on layoff; and

(b) on unpaid absence during which she is in receipt of Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan, or WCB; and

(c) on leave of absence in excess of thirty (30) calendar days for any reason.

18.05 Vacation Pay on Termination

An Employee upon termination shall receive vacation pay at her basic rate of pay for all vacation earned.

18.06 Time of Vacation

(a) All vacation shall be taken at a mutually agreeable time. The Employer shall post the vacation schedule planner by March 1st of each year. Where an Employee submits her vacation preference by April 1st of that year, approval shall be granted in order of seniority by April 30th of the same year. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken. For the purposes of this agreement the annual vacation year is from May 1st to April 30th.

(b) When an Employee submits a request in writing after April 30th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) days of the request.

18.07 Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

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

Provided an Employee has taken a minimum of two (2) weeks of their annual vacation entitlement, upon written request an Employee shall be permitted to maintain a level of vacation accrual up to one (1) year vacation entitlement, plus an additional five (5) days. An Employee may carry forward more than one (1) year's vacation entitlement if mutually agreed to between the Employee and the Employer.

Supplementary Vacation

- (i) The major milestones of continuous employment shall be at 20, 25, and 30 years of employment.
- (ii) Upon attaining the major milestones of continuous employment, regular employees shall qualify for a one-time supplementary paid leave of five (5) work days, over and above normal annual vacation as provided above. Utilization of this one-time paid leave is limited to the twelve (12) month period immediately following attainment of the service milestone, and is subject to the established provisions governing the scheduling of vacation. There is no carry-over or carry-forward privilege for any portion of paid leave which remains unused at the end of the twelve (12) month limited period. At the end of the twelve (12) month limited period, any unused paid leave shall be paid out. For regular part-time employees this paid leave time is paid on a pro-rata basis in accordance with the ratio of the part-time employee's scheduled bi-weekly hours compared to the scheduled bi-weekly hours for a full-time employee.
- (iii) This provision applies to all employees who have attained their major milestone anniversary as of the date of ratification, and takes effect for the vacation year, which commences January 1, 2010.
- (iv) During the initial year of this new provision (calendar year 2010), any qualifying employee may exercise this supplementary vacation up to but not later than March 31, 2011.

ARTICLE 19

Benefits

- 19.01 Regular Employees who are regularly scheduled to work fifteen (15) or more hours per week, are eligible to participate in the benefits plans.
- 19.02 The Employer will provide the following benefit plans:
 - (a) Alberta Health Care Insurance Plan;
 - (b) Supplementary Health Benefits Plan which provides eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract;
 - (c) A Prescription Drug Plan which provides eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract;

- (d) A Dental Plan which provides eighty percent (80%) reimbursement of eligible basic services; fifty percent (50%) reimbursement of eligible extensive services; and fifty percent (50%) reimbursement of eligible orthodontic services; based upon current year Alberta Dental Fee Guide and fee schedule costs effective April 1, 2010;
- (e) Group Benefits which cover life insurance and accidental death and dismemberment insurance in an amount of one times (1X) regular annual basic earnings;
- (f) Short-term Disability Insurance which covers sixty-six and two-thirds percent (66 2/3%) of regular basic weekly earnings to an established maximum;
- (g) Long-term Disability Insurance which covers sixty-six and two-thirds percent (66 2/3%) of regular basic weekly earnings to an established maximum following a one hundred and twenty (120) day elimination period.

19.03 The operation of the Benefit Plans shall be governed by the terms and conditions of the contracts between the Employer and the benefit insurers.

19.04 The Employer shall make information booklets available to eligible Employees who participate in the benefit plans.

19.05 The Employer shall pay seventy-five percent (75%) and the Employee shall pay twenty-five percent (25%) of the costs of the benefits premiums for the benefits provided.

19.06 Flexible Health Benefit Spending Account

- (a) Employees shall be eligible for a Flexible Health Benefit Spending Account.

Effective July 1, 2010, an annual two hundred and fifty dollars (\$250.00) amount shall be deposited in the account of a Regular full-time Employee and part-time Employee whose scheduled FTE as of January 1st is zero point four (0.4) or higher. The regular employee must be enrolled in the Supplementary Health or Prescription Drug or Dental Plans. This Flexible Health Benefit Spending Account shall be provided to part-time Employees on a pro-rata basis, based on their annualized regularly scheduled hours of work as of January 1st.

- (b) Employees who, in the course of a calendar year, are hired or transferred into a position, which is eligible for the Flexible Health Benefit Spending Account shall be:

- (i) entitled to a Flexible Health Benefit Spending Account on a pro-rated basis on the number of full months remaining in the calendar year from the date the benefit eligible position is attained; and
 - (ii) eligible to use his/her Flexible Health Benefit Spending Account for eligible expenditures incurred on or after the eligibility date for health and dental benefits under Article 19.02.
- (c) An Employee whose entitlement has terminated shall have one (1) month from the first of the month following his/her termination to submit a claim for eligible expenditures. For the purpose of this clause, eligible expenditures must have been incurred prior to termination.
 - (d) The Flexible Health Benefit Spending Account shall be implemented and administered in accordance with the Income Tax Act and applicable regulations in effect at the time of implementation and during the course of operation of the Flexible Health Benefit Spending Account.
 - (e) Any unused allocation in an Employee's Flexible Health Benefit Spending Account as of December 31st of each calendar year may be carried forward for a maximum of one (1) calendar year.

ARTICLE 20

Sick Leave

- 20.01 (a) Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the Workers' Compensation Act or for quarantine by a Medical Officer of Health.
 - (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.
- 20.02 After a Regular Full-time Employee has completed her probationary period, she shall be allowed credit for sick leave from the date of employment at the rate of one and one half (1 1/2) working days or eleven point six two five (11.625) hours, for each full month of employment up to a maximum credit of one hundred and twenty (120) working days or nine hundred and thirty (930) hours. In the case of a Regular Part-time Employee, she will receive a credit for sick leave computed from the date her continuous service commenced at a rate of one and one-half (1 1/2) working days, or eleven point six two five (11.625) hours for each full month of employment, prorated on the basis of the regularly scheduled hours worked by the Regular Full-time Employee up to a maximum of one hundred and twenty (120) working days or nine hundred and thirty (930) hours, provided however, that an Employee shall not be entitled to apply sick leave credits prior to the completion of her probationary period as per Article 8.01.

In case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of Short Term Disability Insurance or the Long Term Disability Insurance or WCB;

sick leave shall not accrue during the period of such absences in excess of one (1) month.

- 20.03 An Employee granted sick leave shall be paid, at her basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of her accumulated credits at the time the sick leave commenced.
- 20.04 Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine. Such proof may include a statutory declaration.
- 20.05 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days (930 hours), she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.
- 20.06
 - (a) An Employee will be permitted reasonable time off with pay for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer.
 - (b) Where an Employee is required to travel for the purposes of medical referral or treatment or is unable to schedule medical appointments outside of work hours and requires time off, such absence shall not be charged against accumulated sick leave.
 - (c) Employees may be required to submit satisfactory proof of such appointment. Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine. Such proof may include a statutory declaration.
 - (d) Physician's reasonable and customary expenses for satisfactory proof or an Independent Medical Examination (IME) required by the Employer shall be reimbursed by the Employer.

- 20.07 Sick while on vacation:
Should a Regular Employee be admitted to a hospital during the course of her vacation, for one (1) day or more, she shall be considered as being on sick leave for the period of hospitalization. Vacation time not taken as a result of such a stay in hospital shall be rescheduled to a mutually agreeable time.
- 20.08 Once a year the Employer shall advise an Employee in writing of her accrued sick leave credits.
- 20.09 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days on which the Employee is on vacation;
 - (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement, excluding STD, LTD, WCB or sick leave;
 - (c) days on which the Employee is absent from work while on official Union business;
 - (d) days of work.
- 20.10 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except for STD or LTD, for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with twenty-eight (28) days written notice, or such shorter period acceptable to the Employer, of readiness to return to work.
- 20.11 The employment of an Employee shall be terminated by the Employer, after being on LTD for twenty-four (24) months.
- 20.12 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of the Agreement.

ARTICLE 21

Workers' Compensation

- 21.01 Workers' Compensation Board coverage will be provided by the Employer for Employees. In accordance with the Income Tax Act, Workers' Compensation benefits are not taxable.
- 21.02 (a) Employees will be eligible to apply for sick leave benefits in accordance with Article 20: Sick Leave during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:

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

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

21.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer, the Union and the Employee.

ARTICLE 22

Leave of Absence

22.01 General Conditions

- (a) Requests for a leave of absence, without pay or benefits of Employer contributions will, where possible, be made in writing to the proper officer of the Employer six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 19, provided that the Employee makes prior arrangements to pay full premium costs. Employees shall provide post-dated cheques for the premium costs. In the event of failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the Underwriter.

- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate her position, except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence shall be required to use up accumulated vacation entitlement prior to returning to duty.
- (g) When an Employee is on leave of absence without pay and is receiving STD or LTD benefits, she may continue participation in the Alberta Health Care Insurance Plan from the last day of paid sick leave, by paying her share of the premium costs to the Employer.

22.02

Union Representative

- (a) When it is necessary for a Union member to make a request for a leave of absence without pay to perform the duties of any office of the Local/Chapter or of the parent association, the application for leave must be made in writing to the Employer for approval.
- (b) The Employer shall not unreasonably withhold leaves of absence, with or without pay, for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools, or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When leaves to attend to Union Business or negotiations, has been approved, it is granted with pay and without loss of seniority. The Union agrees to reimburse the Employer for actual salary paid to the Employee when on leave plus fifteen percent (15%) to cover cost of fringe benefits. Should the cost of her replacement be greater than the actual salary plus fifteen percent (15%), the Employer shall recover the greater amount.

(a) Maternity Leave

- (i) An Employee who has completed fifty-two (52) weeks of continuous employment shall, upon her written request, providing at least twenty-eight (28) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the estimated date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith. Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, STD or LTD. Maternity leave shall not exceed twelve (12) months unless mutually agreed otherwise between the Employer and the Employee.
 - (ii) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part of or all the period of the extension.
- (b) (i) Subject to Section (ii) an Employee on maternity leave shall provide the Employer with at least twenty-eight (28) calendar days' notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
 - (ii) In the event that during the period of an Employee's maternity leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's maternity leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with the Layoff, Recall and Severance Article 27.

22.04

Parental or Adoption Leave

- (a) An Employee who has completed fifty-two (52) weeks of continuous employment shall upon written request, giving twenty-eight (28) calendar days' notice before making application for Parental or Adoption Leave, be granted leave without pay for up to thirty-five (35) weeks.
- (b) Where the Employee is unable to comply with (a), the Employee may commence adoption leave upon one (1) day's notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c)
 - (i) Subject to section (ii) an Employee granted adoption/parental leave shall provide the Employer with twenty-eight (28) calendar days notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
 - (ii) In the event that during the period of an Employee's parental/adoption leave, the position from which the Employee is on such leave has been eliminated due to reduction of the work force or discontinuation of the undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with the Layoff, Recall and Severance Article 27.

22.05

Court Appearance

When a Regular Full-time or Regular Part-time Employee is subpoenaed as a witness at court or is required for jury selection or duty, the Employer will pay the Employee's regular wages for the scheduled shifts while in such attendance, less the amount paid to the Employee for such attendance at court or for jury selection or duty.

22.06

Bereavement Leave

- (a) In the event of a death of a family member as defined below, an Employee shall be entitled to receive wage replacement benefits for five (5) paid bereavement leave days for regularly scheduled shifts lost from work during the period of mourning which commences on either:
 - (i) day of death, or

- (ii) the day the Employee receives notification of the death.

In either case, the Employee shall notify the Employer of the request for time off work prior to the next scheduled shift.

For the purposes of this Article, the period of mourning is seven (7) calendar days.

Immediate family means: spouse [same or opposite gender including common-law that has co-habited with the Employee for at least one (1) year], fiancé(e), child, parent [including step-parent], siblings [including step-brother or sister], current in-law relationships [including mother, father, brother, sister, son or daughter], grandparents and grandchildren.

- (b) Where travel requirements of total travel of more than two hundred and fifty (250) kilometers, or other special circumstances, the Employer may extend bereavement leave by two (2) additional days.
- (c) In the event of a death of another relative or close friend, the Employer may grant one (1) working day off with pay to attend the funeral services.

22.07

Education Leave

- (a) The parties recognize the benefit of upgrading education for the Employee and the Employer. Effective on the date of written notice of ratification, when the employer receives eight (8) weeks written advance request from the regular full-time or regular part-time Employee, and where operational requirements permit, the Employer shall grant an unpaid leave of absence for regular employees, for a period of up to two (2) years for attendance at a recognized educational institution. Written notice of less than eight (8) weeks may be considered at the discretion of the Employer.
 - (i) Employees who are granted Education leave shall be approved as a general leave of absence and all conditions of general leave shall apply.
 - (ii) During an Employee's Education Leave, she may work as a Casual Employee in the bargaining unit without adversely affecting her reinstatement to the position from which she is on approved leave.

22.08

Compassionate Care Leave

- (a) When a regular Employee with a qualified person in the end-stage of life, who is dying or at significant risk of death within six (6) months, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of up to six (6) weeks. Qualified person means an immediate family member defined as mother, father, spouse including fiancé(e) or child in accordance with the compassionate care benefit under Employment Insurance legislation.

- (b) In order to qualify for leave under this provision, the employee shall meet the eligibility requirements of the Employment Insurance regulations.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave

ARTICLE 23

Pension Plan

23.01 The Employer will contribute to the Local Authorities Pension Plan for Regular Full Time Employee in accordance with the regulations of the Plan.

23.02 Registered Retirement Savings Plan

The Employer agrees to continue an Employer administered employee self-directed, Registered Retirement Savings Plan (RRSP). Employees' participation will be on a voluntary basis with a decision to participate made at the completion of six (6) months service or nine hundred and seventy five (975) hours worked, whichever is greater. Participation in the plan is open to regular full and part-time Employees.

23.03 Effective September 15, 2009, Employees who wish to participate will contribute two percent (2.0%) per hour worked, matched by the Employer on a dollar-for-dollar basis, up to a maximum of two percent (2.0%) of earnings.

Effective March 1, 2010, Employees who wish to participate will contribute four percent (4.0%) per hour worked, matched by the Employer on a dollar-for-dollar basis, up to a maximum of four percent (4.0%) of earnings.

ARTICLE 24

Regular Part-time Employees

24.01 All provisions of this Collective Agreement shall apply to Regular Part-time Employees, except as modified in this Agreement.

24.02 Hours of Work

- (a) Regular Part-time Employees may work additional shifts.
- (b) Where a Regular Part-time Employee volunteers or agrees when requested, to work additional shifts, she shall be paid her basic rate of pay for such hours, or if applicable, at the overtime rate.
- (c) Regular hours of work for a Regular Part-time Employee are up to seven and three-quarter (7 3/4) hours per day, exclusive of meal periods.

24.03 Part-time Employees are not eligible for overtime until they have worked more than seven and three-quarter (7 3/4) hours in a day, exclusive of meal periods.

- 24.04 Part-time Employees shall be compensated after seventy-seven point five (77.5) hours in a two (2) week shift cycle, at the applicable overtime rate as per Article 12 or with time off in lieu at a mutually agreeable time to be taken.

ARTICLE 25

Temporary Employees

- 25.01 Except as modified in this Article, all provisions of this Collective Agreement shall apply to Temporary Employees.

25.02 Employee Health Benefits Plan

The provisions of Article 19, Employee Health Benefits Plan, shall apply to Temporary Employees after the completion of six (6) months of continuous services, and whose regular hours of work exceed fifteen (15) hours per week averaged over one complete cycle of the shift schedule.

25.03 Layoff and Recall

A Temporary Employee shall not have the right to grieve when no longer required in the temporary position, or upon expiry of the temporary position.

ARTICLE 26

Casual Employees

- 26.01 All provisions of this Collective Agreement shall apply to Casual Employees, except where modified in this Agreement.

- 26.02 No Casual Employee shall be scheduled except with her consent.

- 26.03 When a Casual Employee is not notified in advance that a shift has been cancelled and reports for work, the Employee will be paid three (3) hours at the basic rate of pay. The Employer may require the Employee to perform work during that time.

- 26.04 (a) Each pay period, Casual Employees shall be paid four point two percent (4.2%) of their regular earnings paid at the basic rate of pay, in lieu of Named Holidays.

- (b) A Casual Employee required to work on a Named Holiday shall be paid at one point five times (1.5X) her basic rate of pay for all work performed up to seven and three-quarter (7 3/4) hours.

- 26.05 Casual Employees shall be paid six percent (6%) of their regular earnings paid at the basic rate of pay as vacation pay.

26.06 Appointments, Transfers and Promotions

- (a) Subject to the criteria established in Article 10 of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.

- (b) All applicants for a posted transfer, promotion and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of appointment.

26.07 Casual Employees do not accrue seniority.

26.08 The Layoff and Recall provisions do not apply to Casual Employees.

26.09 Regular hours of work for a Casual Employee are up to seven and three-quarter (7 3/4) hours per day, exclusive of meal periods. Casual Employees are not eligible for overtime until they have worked more than seven and three-quarter (7 3/4) hours in a day, exclusive of meal periods.

26.10 In addition to the foregoing, the following provisions of this Collective Agreement do not apply to Casual Employees: Leaves of Absence, Annual Vacation, Named Holidays, Sick Leave, Benefits, Discipline and Dismissal, Shift Schedules and Retirement Savings Plan.

ARTICLE 27

Layoff, Recall and Severance

27.01 It is the exclusive right of the Employer to:

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

27.02 Notice of Layoff

- (a) Where, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the work force or reduction in regularly scheduled hours of work of a regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee in writing at least fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days notice shall not apply where layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer.
- (b) Where the layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer, the fourteen (14) calendar days notice is not required.
- (c) Employees will be laid off in reverse order of seniority provided that the remaining Employees have the skills, training, knowledge and ability to perform the work.

27.03

Application

In this provision, classification means all classifications and status means Full-time or Part-time.

- (a) In the event of a reduction in the workforce, a displaced Regular Employee may displace a less senior Regular Employee in the same classification within the same status.
- (b) When a displaced Regular Employee is unable to displace someone with the same classification and status, such displaced Employee may displace a less senior Employee in the same classification with a different status.
- (c) When an Employee is on an approved leave of absence, or Workers' Compensation Benefits, or Long Term Disability Insurance Benefits, the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

27.04

Employee Benefit Coverage During Layoff

- (a) The Employer shall make payment for its share of the full premium of benefits on behalf of a laid off Employee for a maximum of one (1) month's premium.
- (b) Employees laid off for more than one (1) month may, with the assistance of the Employer, make prior arrangements for payment of the full premiums of the benefits.

27.05

Recall

- (a) Employees will be recalled in reverse order of layoff provided that the remaining Employees have the skills, training, knowledge and ability to perform the work.
- (b) No new Regular Employees will be hired where there are other Employees who are on layoff.

27.06

Other than for the continuation of the seniority held at the time of layoff, an Employee's rights while on layoff shall be limited to the right of recall.

27.07

Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so.

27.08

Casual Shifts

- (a) Regular Employees who have been reduced in regular hours of work through the application of Article 27, and Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts (i.e. work opportunities of three (3) months or less).

- (b) Casual shifts shall be offered to Employees by seniority provided that the Employees have the skills, training, knowledge and ability to perform the work.

Regular Employees who have been reduced in regular hours shall be given first opportunity to casual shifts. Regular Employees on full layoff who refuse casual shifts may do so without adversely impacting their recall rights.

27.09 Severance

Commencing on the date of ratification of this agreement, in the event of layoff resulting in permanent reductions of regular employees, notice or pay in lieu of notice shall be granted in accordance with the following severance schedule:

Service between 3 months & 4 years	–	2 weeks notice or pay in lieu
Service between 4 years & 6 years	–	4 weeks notice or pay in lieu
Service between 6 years & 8 years	–	5 weeks notice or pay in lieu
Service between 8 years & 10 years	–	6 weeks notice or pay in lieu
Service between 10 years & 20 years	–	8 weeks notice or pay in lieu
Service greater than 20 years	–	16 weeks notice or pay in lieu

ARTICLE 28

Discipline, Dismissal and Resignation

- 28.01 In the event an Employee is given a written warning, it shall be within ten (10) days of the date the Employer concludes their investigation. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 28.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union within five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date that the Employer concludes their investigation. When action involves a suspension, the notice shall specify the time period of the suspension.
- 28.03 By an appointment made at least one (1) working day in advance, an Employee and/or their representative, shall have access to their personnel records once per year.
- 28.04 The Employer will schedule a disciplinary discussion or investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice. At such discussion or investigation, an Employee shall be accompanied by a Union Steward, at the request of the Employee.

- 28.05 An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware.
- 28.06 In the event an Employee is reported to her licensing body by the Employer, the Employee shall be so advised, and a written copy shall be forwarded to the Union.
- 28.07 An Employee absent for three (3) consecutive work days without notifying the Employer, shall be considered to have vacated her position except where the Employee subsequently provides reasons acceptable to the Employer.
- 28.08 Fourteen (14) calendar days notice in writing shall be given by the Employee resigning from the Employer.
- The Employee shall sign all notices of discipline, for the sole purpose of indicating she is aware of the discipline. It is deemed notification when the Employee refuses to sign.

28.09 Disclosure

Where the Employer's investigation results in discipline against an Employee, the disciplinary interview will be arranged in advance to allow the scheduling of the Employee and the Union Steward. The parties recognize the principle of disclosure of information in matters resulting in discipline and the Employee's right to be represented by a Union Steward.

ARTICLE 29

Occupational Health & Safety

- 29.01 A Committee will be established to consider matters of Occupational Health and Safety.
- 29.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.
- 29.03 The Committee shall be established and the Union will have the right to designate one (1) member of the bargaining unit as a member of this committee.
- 29.04 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.
- 29.05 The Employer agrees to abide by the terms of the Occupational Health and Safety Act. In accordance with the Act and regulations, the Employer will ensure Employee representatives are required to participate in the local Occupational Health and Safety Committee, whose responsibilities include regular meetings and safety inspections, hazard identification and reporting, hazard controls and training, and recommendations for improved workplace safety.

29.06 An Employee's rights shall be respected in accordance with the Occupational Health and Safety Act. No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Resident, Employee, or member of the public.

29.07 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention.

ARTICLE 30

Grievance Procedure

30.01 Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of AUPE with copies delivered to the Chairperson of the chapter and the Union Representative.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the President or his designated alternate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day with no loss of basic pay for a participating Employee.

30.02 Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 17.
- (b) Time limits may be extended by mutual agreement of the Parties in writing.

30.03 At any meeting held during the Grievance Procedure, the Employee is entitled to have a Union Representative present.

Steps of the Grievance Procedure involving disputes between the Employer and the Employee:

Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee may discuss the matter with her Immediate Supervisor or designate, who is not within the scope of this Collective Agreement with a view to resolving it. If the dispute is not resolved satisfactorily, it may then be advanced to Step 2.

Step 2

If the difference is not resolved at Step 1, a grievance shall be submitted, in writing, to the Department Manager or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. The Department Manager or designate shall meet with the grievor and Union Representative within ten (10) days of receiving the grievance and shall render a written decision within ten (10) days of the grievance meeting, with a copy to the Union.

Step 3

If the grievance is not resolved under Step 2, the Union may, within ten (10) days of the receipt of the written decision of the Department Manager or designate, submit the grievance in writing to the Facility Manager or designate, specifying the nature of the grievance/s and the redress sought, who shall meet with the grievor and the Union Representative and shall render a decision in writing to the Union within ten (10) days of the meeting.

Mediation

A grievance not resolved at Step 3 may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may be referred to Arbitration by one party giving written notice to the other within ten (10) days of the Mediation being concluded.

Step 4 - Arbitration

Either of the Parties within ten (10) days of the Employer's reply at Step 3, may submit a grievance to arbitration and shall notify the other Party in writing of its intention to do so; and

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to meet to consider the appointment of a single arbitrator.

Within ten (10) days after receipt of notification, the Party receiving such notice shall:

- (a) inform the other Party of the name of its appointee to an Arbitration Board, or
- (b) arrange to meet 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.

Where appointees to a Board have been named by the Parties, they shall, within ten (10) days, endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour of the Province of Alberta to appoint a Chairperson.

After a single arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, they shall hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.

The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single arbitrator shall be final and binding on the Parties.

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.

Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single arbitrator shall be borne equally by the two Parties to the dispute.

Any time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

30.05

Dispute Between the Parties

In the event that a dispute of a general nature affecting more than one (1) Employee arises between the Employer and the Union regarding interpretation, application, or alleged violation of the Agreement, which cannot be resolved by discussion between the Parties, the dispute becomes a policy grievance or a group grievance. Such grievance shall commence at Step 2 of the Grievance Procedure. The Employer or the Union may submit a grievance.

30.06

Default

- (a) Should the Employee or Union fail to comply with any time limits in the Grievance Procedure, the grievance will be considered conceded and shall 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.

ARTICLE 31

Joint Committee: Union-Employer Relations

31.01

For the purpose of this Agreement, the Union will be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the names of the officers.

31.02

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

31.03

An Employee shall have the right to wear or display the recognized insignia of the Union, in accordance with the policies and procedures of the Employer.

31.04

- (a) An Employee Management Advisory Committee (EMAC) shall be established. The EMAC shall meet at least bi-monthly.
- (b) The Local/Chapter Representative of the Union shall provide the names of up to two (2) elected Employees and the Employer shall provide the names of up to two (2) appointed Representatives to sit on the EMAC.
- (c) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees and other matters related to employment, not covered within the Collective Agreement.
- (d) An Employee shall be paid her basic rate of pay for attendance at these Committee Meetings.

ARTICLE 32

Premium Pay

32.01 Security/Pager Responsibility Pay

Effective July 1, 2010, where the Employer designates an Employee to be responsible for security or pager duties, she shall be paid an additional hourly premium of one dollar (\$1.00) for the full shift.

ARTICLE 33

Employer Social Fund Contribution

33.01 Effective April 1, 2010, in lieu of the Employment Insurance (EI) Rebate or Reduction, the Employer shall contribute one thousand five hundred dollars (\$1500.00) annually and the monies shall be placed in an EMAC bank account and administered by a Shepherd's Care Kensington Village Social Committee.

The Shepherd's Care Kensington Village Social Committee will be part of the Joint Committee - EMAC and shall examine and make recommendations regarding the disbursements of all Social Funds.

ARTICLE 34

Professional and Trade Certification Fees

34.01 An employee shall be eligible for reimbursement of dues paid to her Professional College or Association, to a maximum of one hundred and fifty dollars (\$150.00), if at the beginning of her next registration year, she has an active registration in her Professional College or Association, requires such active registration to perform her duties and has an average of zero point two (0.2) or greater hours worked in the previous fiscal year.

34.02 When required to maintain trade certification or journeyman status under Alberta Apprenticeship and Trades regulations, as may be amended, an Employee shall be eligible for reimbursement of dues paid to maintain trade certification or journeyman status, to a maximum of one hundred and fifty dollars (\$150.00), if at the beginning of her next registration year, she has an active registration in her Trade Association, requires such active registration to perform her duties and has an average of zero point two (0.2) or greater hours worked in the previous fiscal year.

ARTICLE 35

Preceptor/ Apprenticeship Pay

35.01 (a) "Preceptor/ Trade Certified Apprenticeship Trainer" shall mean an Employee who is assigned by the Employer to supervise, educate and evaluate students in an educational program, apprenticeship or any other Eligible Program as referred to in this Article.

- (b) Effective April 1, 2010 an Employee assigned by the Employer to act as a Preceptor/ Trade Certified Apprenticeship Trainer for students in an education program or any specialized practice education or training program or apprenticeship, as recognized by the College, Association or Government of Alberta, shall receive an additional sixty-five cents (\$0.65) per hour premium. The Employer will give consideration to those Employees who express interest in participation in this program.

ARTICLE 36

Uniforms And Protective Apparel

- 36.01 Protective clothing and safety equipment shall be supplied by the Employer as required by the Occupational Health and Safety Act.
- 36.02 Employees shall furnish, supply and maintain their own everyday work apparel. If the Employer requires Employees to wear special apparel, protective apparel and equipment, the Employer shall supply and maintain (launder, alter and repair) special and protective items at no cost to the Employees.
- 36.03 Where, in the opinion of the Employer, protective and safety footwear [including non-slip] are required, the Employer shall reimburse Employees for the cost of authorized replacement of CSA approved safety footwear once in each calendar year, to a limit of fifty dollars (\$50.00) upon submission of proof of purchase.

ARTICLE 37

Technological Change

- 37.01 When the Employer is considering the introduction of technological change in the workplace that may result in job reduction or job loss, the provisions of the Employments Standards Act will govern the parties in effecting such change.

ARTICLE 38

Job Classification

- 38.01 The Employer shall provide job descriptions for all classifications listed in the Salaries Appendix "A"- rates of pay.
- 38.02 New Classifications or Change to Existing Classifications
- (a) In the event that the Employer creates a new job classification, which is not listed in the Salaries Appendix, or the Employer changes the job content in a Classification listed in the Salaries Appendix the following process will apply:
- (i) The Employer shall provide to the Union written job content criteria for the new classification or changed classification. The Employer shall establish the basic rate of pay for the new or changed classification.

- (ii) The Employer shall notify the Union of the basic rate of pay for the new or changed classification as established by the Employer.
- (iii) The Employer and the Union, shall meet to negotiate the basic rate of pay for the new or changed classification established by the Employer.
- (iv) If a satisfactory conclusion to such negotiations is not reached, the Union shall have fourteen (14) calendar days to refer, in writing, the matter of basic rate of pay for the new classification established by the Employer to Arbitration in accordance with – Step 4 Grievance Procedure.

38.03 Change(s) in Job Content

In the event an Employee believes that the primary functions of a classification listed in the Salaries Appendix are changed, the Employer shall determine the classification for such position, subject to an appeal by the incumbent Regular Employee in accordance with the Grievance Procedure, commencing at Step 2.

38.04 An Arbitration Board established in accordance with Clauses 38.03 shall have the authority to deal with the establishment and effective date of a basic rate of pay for a matter that has been referred to the Arbitration Board.

38.05 Classification Adjustment

- (a) When a Regular Employee is assigned to work in a higher-rated classification for more than one (1) hour within a shift, the higher-rate of pay applies for the whole shift, at the same attained salary increment step. (For example- Step 4 on the lower-rated range to Step 4 on the higher rated range of rates)
- (b) In the event that the Employer changes the classification or allocation of the work being performed by a Regular Employee, to a classification with a lower basic rate of pay, the Employee's previous basic rate of pay will apply until such time as the basic rate of pay for the lower-rated classification is equal to or greater than her previous basic rate of pay, or for a period of six (6) months, whichever is earlier, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.
- (c) Clauses 38.04 (a) and (b) are inoperable in the event of a regular employee exercising seniority rights and job bumping provisions in accordance with Article 27 - Layoff, Recall and Severance, or in the job posting and selection process in accordance with Article 10 - Appointments, Vacancies and Promotions.

ARTICLE 39

Transportation/ Vehicle Allowance

- 39.01 Effective the first (1st) day of the pay period following the written notice of union ratification, when an Employee is assigned duties by the Employer, necessitating the use of her private automobile she shall be reimbursed at the rate of forty-three cents (\$0.43) per kilometer or the rates based upon the Employer Policy (whichever is greater).

ARTICLE 40

Lockers

- 40.01 The Employer will make available during each Employee's shift a locker to store and secure personal belongings. The Employee will provide a personal lock to secure the locker during the Employee's shift.

ARTICLE 41

Handling Cash Receipts and Disbursements

- 41.01 An Employee whose work responsibilities include handling cash will exercise caution and care in balancing receipts and disbursements, but shall not be required to reimburse the Employer for shortages.
- 41.02 If there are recurring cash shortages, the Employees and the Employer will cooperate in measures to reduce shortages.

LETTER OF AGREEMENT #1

between

SHEPHERD'S CARE FOUNDATION

KENSINGTON VILLAGE

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Legal Indemnification

This letter will affirm that as a matter of good corporate governance and in accordance with the provincial regulatory environment, the Employer will maintain comprehensive professional and general liability insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.

In accordance with the certificate of insurance, the Policy covers all activities by Employees at all locations while acting under the direction of the Employer including but not limited to general liability, professional liability and employee dishonesty.

FOR THE EMPLOYER

FOR THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #2

between

SHEPHERD'S CARE FOUNDATION

KENSINGTON VILLAGE

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Ratification Bonus

Whereas the Parties are desirous of achieving a ratified collective agreement, and whereas the Parties are desirous of retaining current trained and capable staff to provide health care and support services and in consideration of making all matters whole;

Now, therefore the Parties agree that the Employer shall pay:

Within thirty (30) days of the date of ratification, to each regular Employee a one time lump sum signing payment as follows:

Two hundred and fifty dollars (\$250.00) to each regular employee who is employed on or before the date of certification- September 15, 2009;

One hundred and fifty dollars (\$150.00) to each regular employee who is employed after the date of certification- September 15, 2009;

The Lump sum payment for part-time employees will be prorated in accordance with their scheduled FTE as of the date of ratification.

FOR THE EMPLOYER

FOR THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #3

between

SHEPHERD'S CARE FOUNDATION

KENSINGTON VILLAGE

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Wage Protection Provisions Applicable To Employees Whose Rate Of Pay Exceeds The Rates Contained In Appendix "A"- Rates Of Pay

The parties agree as follows:

Employees "red-circled" on January 15, 2010 as a result of the implementation of this collective agreement and, while employed in that position, shall receive their current basic rate of pay as of January 15, 2010 ("The red-circled rate of pay"). This will continue until the basic rate of pay for the reclassified position is equal to, or greater than, the "red-circled" basic rate of pay.

Employees whose rates of pay are "red-circled" and continue to remain "red-circled" during negotiated increases to basic rates of pay, will receive a lump sum payment in lieu of an increase to their basic rate of pay as outlined below:

Effective January 15, 2010 – A lump sum payment equal to the negotiated annual increase to Basic Rate of Pay of two point five percent (2.5%) based on paid hours during the period December 1, 2009 to January 14, 2010.

Effective April 1st, 2010 – A lump sum payment equal to the negotiated annual increase to Basic Rate of Pay of two point five percent (2.5%) based on paid hours during the period January 15, 2010 to March 31, 2010.

Effective July 1, 2010 – A lump sum payment equal to the negotiated annual increase to Basic Rate of Pay of three percent (3%) based on paid hours during the period April 1, 2010 to June 30, 2010.

Payment for the above will occur within two (2) full pay periods following the effective dates listed above.

Once red-circling ends, the Employee shall receive the basic rate of pay for the reclassified position.

This Letter of Understanding will remain in force in accordance with the negotiated term of the collective agreement.

FOR THE EMPLOYER

FOR THE UNION

DATE: _____

DATE: _____

LETTER OF UNDERSTANDING #4

between

SHEPHERD'S CARE FOUNDATION

KENSINGTON VILLAGE

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Implementation Of Flexible Health Spending Account For Part-Time Employees

WHEREAS the Parties are desirous of achieving a ratified collective agreement, the Parties agree as follows:

The following regular part-time employees in the General Support Services bargaining unit at Kensington Village whose scheduled FTE is less than 0.4 and who are enrolled in the Supplementary Health Benefits or Prescription drug or Dental Plan at the date of ratification are eligible for the Flexible Health Spending Account, in accordance with Article 19.

- Britnee Atchison
- Annie Coccimiglio
- Ruelle Kulchisky
- Stephanie Le
- Janelle Bihis
- Fayth Alaeddine

FOR THE EMPLOYER

FOR THE UNION

DATE:_____

DATE:_____

**SHEPHERD'S CARE KENSINGTON VILLAGE
APPENDIX 'A' – RATES OF PAY**

Dietary Services	1	2	3	4	5	6	7	Effective Date
Cook I, Uncertified	17.55	18.07	18.61	19.17	19.75	20.34		Expired
	17.98	18.52	19.08	19.65	20.24	20.85		15-Jan-10
	18.43	18.99	19.56	20.14	20.75	21.37		1-Apr-10
	18.43	18.99	19.56	20.14	20.75	21.37	22.01	1-Jul-10
Cook II, Certified	19.32	20.10	20.90	21.74	22.61	23.51		Expired
	19.81	20.60	21.42	22.28	23.17	24.10		15-Jan-10
	20.30	21.11	21.96	22.84	23.75	24.70		1-Apr-10
	20.30	21.11	21.96	22.84	23.75	24.70	25.44	1-Jul-10
Cook III, Uncertified	17.55	18.07	18.61	19.17	19.75	20.34		Expired
	19.98	20.52	21.08	21.65	22.24	22.85		15-Jan-10
	20.43	20.99	21.56	22.14	22.75	23.37		1-Apr-10
	20.43	20.99	21.56	22.14	22.75	23.37	24.01	1-Jul-10
Cook III, Certified	19.32	20.10	20.90	21.74	22.61	23.51		Expired
	21.81	22.60	23.42	24.28	25.17	26.10		15-Jan-10
	22.30	23.11	23.96	24.84	25.75	26.70		1-Apr-10
	22.30	23.11	23.96	24.84	25.75	26.70	27.44	1-Jul-10
Food Production Assistant	14.95	15.55	16.17	16.82	17.48	18.18		Expired
	15.33	15.94	16.58	17.24	17.92	18.63		15-Jan-10
	15.71	16.34	16.99	17.67	18.38	19.11		1-Apr-10
	15.71	16.34	16.99	17.67	18.38	19.11	19.69	1-Jul-10
Food Services Attendant I	12.72	13.35	14.02	14.58	15.17	15.78		Expired
	13.03	13.69	14.37	14.94	15.55	16.17		15-Jan-10
	13.36	14.03	14.73	15.32	15.94	16.58		1-Apr-10
	13.36	14.03	14.73	15.32	15.94	16.58	17.08	1-Jul-10
Food Services Attendant II	12.72	13.35	14.02	14.58	15.17	15.78		Expired
	14.03	14.69	15.37	15.94	16.55	17.17		15-Jan-10
	14.36	15.03	15.73	16.32	16.94	17.58		1-Apr-10
	14.36	15.03	15.73	16.32	16.94	17.58	18.08	1-Jul-10

Maintenance Services	1	2	3	4	5	6	7	Effective Date
Maintenance Attendant I - Uncertified	15.60	16.22	16.87	17.54	18.25	18.98		Expired
	15.99	16.63	17.29	17.98	18.70	19.45		15-Jan-10
	16.39	17.04	17.72	18.43	19.17	19.94		1-Apr-10
	16.39	17.04	17.72	18.43	19.17	19.94	20.54	1-Jul-10
Maintenance Attendant II - Certified	20.00	20.80	21.63	22.50	23.40	24.34		Expired
	20.50	21.32	22.18	23.06	23.99	24.94		15-Jan-10
	21.02	21.86	22.73	23.64	24.58	25.57		1-Apr-10
	21.02	21.86	22.73	23.64	24.58	25.57	26.34	1-Jul-10
Administrative Services	1	2	3	4	5	6	7	Effective Date
Receptionist /	13.68	14.36	14.94	15.53	16.15	16.80		Expired
Administrative Assistant	14.02	14.72	15.31	15.92	16.56	17.22		15-Jan-10
	14.37	15.09	15.69	16.32	16.97	17.65		1-Apr-10
	14.37	15.09	15.69	16.32	16.97	17.65	18.18	1-Jul-10
Recreation Services	1	2	3	4	5	6	7	Effective Date
Recreation Attendant I	14.17	14.74	15.33	15.94	16.58	17.24		Expired
	14.52	15.11	15.71	16.34	16.99	17.67		15-Jan-10
	14.89	15.48	16.10	16.75	17.42	18.11		1-Apr-10
	14.89	15.48	16.10	16.75	17.42	18.11	18.66	1-Jul-10
Recreation Attendant II	15.96	16.60	17.27	17.96	18.68	19.42	20.20	Expired
(includes Volunteer Coordinator)	16.36	17.02	17.70	18.41	19.14	19.91	20.71	15-Jan-10
	16.77	17.44	18.14	18.87	19.62	20.41	21.22	1-Apr-10
	16.77	17.44	18.14	18.87	19.62	20.41	21.22	1-Jul-10
Housekeeping Services	1	2	3	4	5	6	7	Effective Date
Residential Services Attendant I	12.96	13.48	14.02	14.58	15.17	15.78		Expired
	13.29	13.82	14.37	14.94	15.55	16.17		15-Jan-10
	13.62	14.16	14.73	15.32	15.94	16.58		1-Apr-10
	13.62	14.16	14.73	15.32	15.94	16.58	17.08	1-Jul-10
Residential Services Attendant II	13.71	14.39	14.97	15.57	16.19	16.84		Expired
	14.05	14.75	15.34	15.96	16.60	17.26		15-Jan-10
	14.40	15.12	15.73	16.36	17.01	17.69		1-Apr-10
	14.40	15.12	15.73	16.36	17.01	17.69	18.22	1-Jul-10

Support Services	1	2	3	4	5	6	7	Effective Date
Support Services Coordinator	18.97	19.92	20.91	21.96	23.06	23.98	24.94	Expired
	19.44	20.42	21.44	22.51	23.63	24.58	25.56	15-Jan-10
	19.93	20.93	21.97	23.07	24.23	25.19	26.20	1-Apr-10
	19.93	20.93	21.97	23.07	24.23	25.19	26.20	1-Jul-10

NOTES TO SALARY APPENDIX "A" - RATES OF PAY

Employees entry onto the salary grid will take place as follows:

Placement or entry onto Salary Grid (not at top of grid):

Using the Employee's current salary, find the equal or closest higher salary on the horizontal "Expired" salary row and begin there. After that, salary increases shall follow the vertical column, and will take effect on the date shown.

FOR EXAMPLE: If the Employee's current salary is \$16.81 (Food Production Assistant), the salary at "Expired" would be \$16.82. The first increase would take effect January 15, 2010 to \$17.24 (retain increment hours and move to next step at 2022.75 hours, \$17.92) and the second increase would take effect on April 1, 2010 to \$18.38.

Placement or entry onto salary grid (at top of grid - more than 2022.75 hours)

Salary increases shall follow the vertical column, and will take effect on the dates shown. FOR EXAMPLE: If the Employees current salary is \$15.78 (RSA I), the salary at "Expired" would be \$15.78. The first increase would take effect January 15, 2010, to \$16.17 and the second increase would take effect on April 1, 2010, to \$16.58 and the third increase would take effect on July 1, 2010 to \$17.08.

Salary increases shall follow the vertical column, and will take effect on the dates shown. FOR EXAMPLE: If the Employees current salary is \$16.99 (RSA II), the salary at "Expired" would be \$16.99. The first increase would take effect January 15, 2010, to \$17.26 and the second increase would take effect on April 1, 2010, to \$17.69 and the third increase would take effect on July 1, 2010 to \$18.22.

The Parties shall agree upon the status, seniority date, full-time equivalent, rate of pay, increment step and grid placement based upon recognition of previous experience, vacation, sick leave, named holiday and lieu time banks for each Employee retroactive to January 15, 2010.

The Parties shall agree upon all adjustments and retroactivity with sixty (60) days of ratification. All payments shall be retroactive and made to Employees within ninety (90) days of ratification.

Recognition of Previous Experience

Provided that not more than one (1) year of professional inactivity has elapsed since the experience was obtained, when an Employee has job specific experience or education, satisfactory to the Employer, her starting salary shall be adjusted to recognize her previous experience or education. Upon providing satisfactory proof of job specific experience or education, within thirty (30) days of ratification, an employee will be advanced to the appropriate step effective the date of submission of proof.

Retroactivity

Any Employee whose employment has terminated prior to the date of ratification, will not be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment, except upon submitting to the Employer a written application for such retroactive salary within sixty (60) days after ratification.