



**Bethany
Care Society**

"Creating Caring Communities"



COLLECTIVE AGREEMENT

BETWEEN

**BETHANY CARE SOCIETY
(BETHANY CARE CENTRE - COCHRANE)**

AND

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 048 CHAPTER 002
*AUXILIARY NURSING CARE***

JULY 1, 2009 TO JUNE 30, 2011

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Preamble/Statement of Purpose

This Collective Agreement made this 12th day of January, 2010.

BETWEEN:

BETHANY CARE SOCIETY - (BETHANY - Cochrane)
(hereinafter called "the Employer")

OF THE FIRST PART

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
on behalf of Local 048/002
(On behalf of all employees employed at Bethany - Cochrane in Auxiliary Nursing
Care)
(hereinafter called "the Union")

OF THE SECOND PART

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

The Parties acknowledge that the primary purpose of the Employer is to provide quality resident care through its Employees. Employees and the Employer provide services to support the resident in all of their daily living needs. We recognize that the Cochrane Centre is the residents' home and that as far as is possible all interactions with residents and between Employees should be conducted in a manner that fosters this environment. This purpose can be achieved most readily by fostering and maintaining harmonious relationships between the Employer, Employees and the Union.

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

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

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

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

ARTICLE 1

Term Of Collective Agreement

- 1.01 Except where otherwise stated in this Collective Agreement this Collective Agreement shall be in force and effect from and after the date upon which the Alberta Union of Provincial Employees and Bethany Care Society exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including June 30, 2011, and from year to year thereafter unless notice, in writing, is given by either party to the other Party not less than sixty (60) calendar days and not more than one hundred and twenty (120) calendar days preceding the expiry of the term of this Collective Agreement of its desire to amend this Collective Agreement.
- 1.02 Where notice is served by either Party to commence collective bargaining, This Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

ARTICLE 2

Definitions

"Act" means The Labour Relations Code, as amended from time to time.

"Arbitration" shall take meaning from the section of the Code dealing with the resolution of a difference.

(a) "AUPE" means The Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned AUPE, the subsequent name shall be recognized.

(b) "Chapter" means the Bethany Care Centre - Cochrane, Chapter of the AUPE with reference to the Nursing Home at Bethany Care Centre - Cochrane.

"Basic Rate of Pay" means the incremental step in the salaries appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.

"Continuous Service" means the period of employment commencing on the latest date of employment that is not interrupted by termination or dismissal.

"Employee" means a person covered by this Collective Agreement and employed by the Employer in the Nursing Home. At the time of hire the employment status of each Employee will be determined in accordance with the following:

- (a) "Regular Employee" is one who works on a Full-time or Part-time basis on regularly scheduled shifts of continuing nature:
 - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal 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 twelve (12) months; or
 - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the employee has indicated that the duration of such leave will be in excess of three (3) months.

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

"Employer" means the Bethany Care Society Cochrane Centre

"Feminine Gender" means and includes the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.

"Institution" means the Nursing Home named as the "Employer" in this Collective Agreement.

"Registration" shall take meaning from the Health Disciplines Act R.S.A. 1980, c. H-3.5 as amended. Registration is not membership in the AUPE.

"Shift" means a daily tour of duty excluding overtime hours.

"Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.

Classifications

- (a) "Nursing Attendant" is an Employee without a Care Aide Certificate or "registration" as defined in Article 2.10.
- (b) "Personal Care Aide" is an Employee who has successfully completed and holds an acceptable certificate as a Certified Care Aide or equivalent.
- (c) "Licensed Practical Nurse" shall mean a person who has successfully completed the approved course and holds current registration within the province of Alberta.

"Administrator" means the Senior Manager in charge of the Nursing Home.

"Manager - Care Services" means the individual responsible for managing the nursing and care services of the Nursing Home.

ARTICLE 3

Recognition

- 3.01 The Employer recognizes the AUPE as the Bargaining Agent for this Collective Agreement which shall apply to all Employees as outlined in the Alberta Labour Relations Board Certificate that is "all employees of the Bethany Care Centre - Cochrane when employed in Auxiliary Nursing Care".
- 3.02 Employees shall work co-operatively with nurses and other supervisory personnel while performing their normal work in order to enhance the quality care provided for the residents of the Nursing Home. Within this context registered nurses, supervisors and other personnel outside the Bargaining Unit will work together with Bargaining Unit Employees to achieve the same objective.
- 3.03 AUPE Representatives shall notify in advance the Administrator of the Nursing Home or her designate before conducting any business in the Nursing Home and shall not interfere with the work in the Nursing Home.

- 3.04 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 3.05 A Representative of the AUPE shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.

ARTICLE 4

Memberships And Union Dues

- 4.01 Neither the Employer nor the Alberta Union of Provincial Employees will compel Employees to join the AUPE. The Employer will not discriminate against any Employee because of AUPE membership or lack of it and will inform all new Employees of the contractual relationship between the Employer and the AUPE.
- 4.02 The AUPE agrees that it shall make membership in the AUPE available to all Employees covered by this Agreement.
- 4.03 The Employer is authorized and shall deduct from each Employee's pay an amount equal to AUPE dues, in accordance with the AUPE policy on dues payment. Such deductions shall go into effect with the first month of employment of an Employee.
- 4.04 The total amount deducted will be turned over to the AUPE office each month within fifteen (15) days after the last payroll for the month is made together with an itemized list of the Employees for whom the deductions are made and the amount of dues deducted for each. The remittance shall be accompanied by a listing of the names of all Employees in the Bargaining Unit, their classification, status (active, terminated or leave of absence), address, gross earnings and the amount of the deduction as well as newly hired and terminated Employees. The Employer shall be saved harmless for all deductions and payment made.
- 4.05 Employees who, because of conscientious objections, cannot support the AUPE may apply to the AUPE in writing explaining their objections and requesting that their deducted monies be forwarded to a registered Canadian charitable organization. If, in the judgement of the union, the Employee's objections to supporting the AUPE are valid, the AUPE will honour the Employee's request and forward her deducted monies at the end of the calendar year to a charitable organization which will be selected by mutual agreement between the Employee and the AUPE.

- 4.06 (a) Upon request, Employees may be given the opportunity to meet and discuss AUPE/Chapter matters in a room provided by the Employer on the Employer's premises. These meetings will be attended by Representatives of AUPE. AUPE/Chapter shall arrange for a mutually satisfactory date with the Administrator or her designate one (1) week before the meeting or such shorter period as is mutually agreed between the Parties.
- (b) The Employer shall endeavor to make arrangements to permit one (1) Chapter Representative who must otherwise be on duty to attend these meetings for up to one-half (1/2) hour without loss of pay. No payment of overtime shall be paid to any Employee for attending such meetings. It is agreed that sufficient staff must be maintained at all times in the Nursing Home.

ARTICLE 5

Management Rights

- 5.01 (a) The Alberta Union of Provincial Employees agrees that it is the exclusive function of the Employer to perform the usual functions of Management, including, but not to restrict the generality of the foregoing:
- (i) to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline and efficiency;
 - (ii) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the Employees.
- (b) It is agreed that the functions set forth in Article 5.01 (a) shall not be exercised in a manner inconsistent with the express provisions of this Agreement.
- (c) Notwithstanding anything to the contrary within this Agreement, a claim that an Employee has been unjustly discharged or disciplined may be subject to a grievance and dealt with in accordance with the grievance procedure.
- 5.02 The Employer retains all rights not otherwise abrogated or restricted in the Collective Agreement.

ARTICLE 6

No Discrimination

- 6.01 There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either Party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical or mental disability nor by reason of membership or non-membership or activity in the Alberta Union of Provincial Employees nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

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

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

ARTICLE 7

In-Service Programs

- 7.01 (a) The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees in the nursing profession and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
- (b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay.
- (c) Employees who, with prior approval of their Supervisor, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- (d) The Employer shall make available other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.
- (e) The Employer shall make available in each Institution no fewer than three (3) current nursing journals.

ARTICLE 8

Probationary Period

- 8.01 New Employees will be given sufficient orientation to equip them for their work. During orientation the new Employee shall be an "extra" while working with Regular Employees.
- 8.02 An Employee shall serve a probationary period of five hundred and three point seventy-five (503.75) hours worked. The probationary period may be extended for a period up to an additional five hundred and three point seventy-five (503.75) hours worked. During the probationary period the Employee may be terminated for any reason without:
- (a) notice
 - (b) pay (except as may be required by provisions of the Alberta Employment Standards Code).

The Employer shall provide a reason for the termination to the Employee and the Employee shall not have recourse to the grievance procedure set out in this Collective Agreement or the Code, with respect to such termination.

- 8.03 Subject to the Performance Appraisal Article 10, during the probationary period the Employer shall provide a performance appraisal of each probationary Employee at least once to review her performance to date, including any areas that require improvement. If the Probationary Employee thinks her appraisal is unfair she may request and shall be granted a further meeting with the Employer. It is understood that such performance reviews are not grievable.
- 8.04 Subject to Article 8.05, during the probationary period an Employee shall not receive any benefits (Article 24), vacation (Article 23), sick leave (Article 25), leave of absence (Article 27) or any other benefits except for those allowed under the Employment Standards Code or as outlined below.

An Employee who has completed six (6) calendar months employment but who has not completed her probationary period shall be credited with appropriate sick leave from date of hire and be eligible to receive such sick leave after the aforementioned six (6) calendar months.

- 8.05 For Employees who complete probation in less than six (6) calendar months, upon completion of the probationary period each new Employee shall be credited from the date of hire with the appropriate sick leave, vacation credits and seniority.

- 8.06 For Employees who complete probation in more than six (6) calendar months, upon completion of the probationary period each new Employee shall be credited from the date of hire with the appropriate vacation credits and seniority.

ARTICLE 9

Seniority

- 9.01 (a) An Employee's "Seniority Date" shall be the date of which a Regular or Temporary Employee's continuous service in the Centre's employ commenced within the Bargaining Unit, including all periods of service as a Casual, Temporary, or Regular Employee contiguous to present regular or temporary employment.
- (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).
- (c) A Regular Employee who applies for and is successful at being appointed to a position within the same Care Centre but in another AUPE Bargaining Unit or at another Bethany Care Centre in another AUPE Bargaining Unit, shall have their years of service with Bethany Care Society recognized for the purpose of benefits and entitlements. However, the Employee's seniority date for the purposes of layoff, recall and job postings will change to the date of hire into the new position in the new Bargaining Unit.
- 9.02 Seniority shall be considered in determining:
- (a) preference of vacation time in the Vacation Article;
- (b) layoffs and recalls, subject to the provisions specified in the Layoff and Recall Article;
- (c) promotions and transfers and in filling vacancies within the Bargaining Unit subject to the provisions specified in the Recruitment and Selection 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 layoff, if during which time the Employee has not been recalled to work;

- (c) if an Employee does not return to work on recall, as provided in the Layoff and Recall Article;
 - (d) A Regular Employee filling a temporary position retains all rights of a Regular Employee.
- 9.04 The Employer shall maintain seniority lists and make copies available to the Chapter semi-annually.
- 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

Performance Appraisals

- 10.01 The Parties recognize the desirability of a performance appraisal system designed to effectively utilize and develop the human resources of the Institution. Recognizing the distinction between performance appraisal and discipline, the purpose of the performance appraisal is to constructively review the Employee's performance during the review period.
- 10.02 (a) Employee's shall receive a written performance appraisal in accordance with the policy of the Employer.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her Personnel File.
- 10.03 (a) By appointment made at least one (1) working day in advance, an Employee may view her Personnel File once each year or when the Employee has filed a grievance. An Employee may be accompanied by a AUPE Representative when viewing her Personnel File.
- (b) An Employee shall be given a copy of the contents of her Personnel File upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that she first pays to the Employer a reasonable fee, established by the Employer, to cover the cost of copying.

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

ARTICLE 11

Job Postings and Vacancies

- 11.01 The Employer will post permanent Full, Part-time and Temporary job vacancies within the Bargaining Unit, for a period of ten (10) calendar days. The posting will indicate:
- (a) classification;
 - (b) department;
 - (c) the starting date of the position;
 - (d) qualifications required;
 - (e) anticipated duration, if position is temporary;
 - (f) shift to be worked and the approximate number of shifts per pay period.

Applications for vacancies, transfers or promotions, shall be made in writing to such officer of the Nursing Home as the Employer may designate.

- 11.02 When filling a job vacancy within the bargaining unit, the Employer will consider an applicant's:
- (a) skill, qualifications, ability, experience, training and other relevant attributes including acceptable work performance. When these are considered equal, seniority shall be the deciding factor.
- 11.03 The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on the bulletin board provided and shall remain posted for ten (10) calendar days.
- 11.04 (a) Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of three hundred forty-eight point seven five (348.75) regular hours worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period.

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

11.05 The applicant selected to fill a vacant position shall be paid as follows:

- (a) shall receive the rate in effect for the classification of the position filled at the time of transfer;

11.06 The Employer may fill posted vacancies on a casual basis only, until a permanent candidate is selected.

11.07 The provisions of the Article shall not apply when placement of an Employee in a position is undertaken pursuant to the duty to accommodate.

ARTICLE 12

Hours of Work

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

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

12.02 Regular hours of work shall be deemed to:

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

- (ii) one rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours,

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

- (b) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours.
- (c) exclude a meal period of thirty (30) minutes during each working day on which an Employee works in excess of four (4) hours.

The Employer and the Employee shall mutually agree to the times of breaks, the total length of time taken for combined breaks shall not exceed one (1) hour. Failing mutual agreement, breaks will be in accordance with Article 12.02 (a) and (c).

12.03 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her basic rate of pay unless she has been permitted to take compensating time off for the full meal period at a later time in the shift.

(b) If an Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or where that is not possible, be paid for the meal period or rest period as follows:

- (i) for a rest period, at two times (2X) her Basic Rate of Pay rather than at straight time; or
- (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12.03(a) at an additional one times (1X) her Basic Rate of Pay; or
- (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at an additional one times (1X) her Basic Rate of Pay.

12.04 Subject to Articles 12.12 and 12.13 shift schedules shall be posted eight (8) weeks in advance or such shorter period as is mutually agreed between the Employer and the Local Chapter of the AUPE. The Employer shall allow a Local Chapter Representative of the AUPE to reproduce a copy of the posted shift schedule.

12.05 (a) Except in cases of emergency or by mutual agreement between a Regular Employee and the Employer, shift schedules shall provide for:

- (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
 - (ii) at least two (2) consecutive days of rest;
 - (iii) a minimum of days of rest on two (2) weekends in a four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty six (56) hours off duty;
 - (iv) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in five (5) weeks.
- (b) Optional scheduling provisions may be available and may be applied upon mutual agreement, in writing, between the Employer and the Union.

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

12.07 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Section 12.06.

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

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

(c) A request by an Employee to work evenings only or nights only shall not be unreasonably denied, provided however that the Employer shall have the right to assign periods of day duty for the purpose of maintaining proficiency totaling not more than one hundred ninety three point seven five (193.75) regular hours in a calendar year. When a request to work evenings or nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks notice of intention.

- (d) Employees working shift choices (i), (v) and (vii), shall be assigned a day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a named holiday that would have except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule. Scheduled days of rest shall not be considered as day duty for the purpose of applying this provision.
- 12.08 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's Care Service Manager.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- (e) No overtime shall be paid to an Employee who works in excess of the Employee's regularly scheduled work hours in a two (2) week period as a result of an exchange of shift or for reasons of personal convenience or for time taken off in lieu of overtime by mutual arrangements.
- 12.09 When an Employee reports for work as scheduled, and is directed by the Employer to leave and return to work for a later shift, she shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at her Basic Rate of Pay.
- 12.10 A Regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 12.11 An Employee will not be scheduled to work more than seven (7) consecutive days except as may be mutually agreed between the Employer and the Employee, or in cases of emergency. Where mutually agreed, such additional days shall be paid at the Basic Rate of Pay.

- 12.12 Where an Employee's scheduled days off are changed without fourteen calendar days notice, the Employee shall be paid at two times (2X) her Basic Rate of Pay for all hours worked on what should otherwise have been her off-duty days except as might be otherwise mutually agreed upon between Employer and Employee.
- 12.13 If, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not her scheduled days off, she shall be paid at the rate of two times (2X) her Basic Rate of Pay for all hours worked during the first shift of the changed schedule, unless fourteen days notice of such change has been given except as might be otherwise mutually agreed upon between Employer and Employee.
- 12.14 On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 13

Overtime

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

ARTICLE 14

Job Classifications and Salaries

- 14.01 The Basic Rates of Pay as set out in the Salaries Schedule (Appendix A) shall be applicable to all Employees covered by this Collective Agreement effective on the dates specified herein.

- 14.02 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following completion of two thousand twenty two point seven five (2022.75) hours paid, exclusive of overtime, in the Nursing Home.
- 14.03 When an Employee is transferred to a classification with a higher rate of pay, she shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing Basic Rate of Pay. In the latter case, she shall be advanced to the next higher increment for the higher classification provided that the trial period in the new position is successfully completed.
- 14.04 When an Employee is transferred to a classification with a lower rate of pay her salary shall be adjusted immediately to the Basic Rate she would have been entitled to, had she been on the lower rated classification from commencement of employment.
- 14.05 In the event that the Employer varies the duties of a job classification substantially, the AUPE may apply for a determination as to whether a new classification has been created.
- 14.06 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new classification will be included within the scope of the unit for which the Union is the certified Bargaining Agent provided that:
- (a) The Parties to this Collective Agreement mutually agree that the classification is within the scope of the unit for which the Union is the certified Bargaining Agent, or, failing that;
 - (b) The Labour Relations Board rules that the new classification is within the scope of the unit for which the Union is the certified Bargaining Agent.
- 14.07 When a new classification is created under Section 14.06 above, for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the AUPE. Failing agreement, the Parties will submit the question directly to Arbitration for settlement commencing at Section 37.07. The resultant pay scale shall be implemented retroactively to the date the new classification was established.
- 14.08 Employees required by the Employer to attend in-service, staff meetings, disaster plan exercises, and committee meetings shall be recognized as being on duty under the terms of this Collective Agreement and an Employee attending such shall be paid at the applicable rate of pay.

14.09 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the Health Disciplines Act, R.S.A. 1980, c. H-3.5 shall be employed as a Licensed Practical Nurse.

14.10 An Employee who has completed the required training and who is eligible but not yet registered, or who has not maintained current registration as a Licensed Practical Nurse pursuant to the Health Disciplines Act, R.S.A. 1980, c. H-3.5, shall be classified as a Graduate Practical Nurse and placed at the appropriate rate of pay.

An Employee who has completed the requisite training program pursuant to the Health Disciplines Act, and who passes the C.N.A.T.S. exams on the first available opportunity to sit said examination following the commencement of employment, shall have her Basic Rate of Pay adjusted retroactively to that for the classification of LPN, to the date of hire, as an LPN. Otherwise retroactive adjustment of the Basic Rate of Pay will be restricted to the date on which the examination was written and passed.

14.11 Recognition Of Experience

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

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

ARTICLE 15

Pyramiding

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

15.02 Where two or more applicable premiums are expressed as multiples of the Basic Rate of Pay, the Employee will be paid only one such premium, that being the highest of the applicable premiums.

ARTICLE 16

Shift Differential

- 16.01 A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:
- (a) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours and zero seven hundred (0700) hours; or
 - (b) to Employees for each regularly scheduled hour worked (0700) hours, provided that greater than two (2) hours are worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours;
 - (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours and zero seven hundred (0700) hours.

Effective January 28, 2010 (date of ratification):

- 16.01 A shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid:
- (a) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours and twenty-three hundred (2300) hours; or
 - (b) to Employees for each regularly scheduled hour worked (0700) hours, provided that greater than two (2) hours are worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours;
 - (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours and twenty-three hundred (2300) hours.
- 16.02 A Shift Differential of five dollars (\$5.00) per hour shall be paid:
- (a) to Employees working a shift where the majority of such shift falls within the period twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
 - (b) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours, provided that greater than two (2) hours are worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours;

- (c) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

16.03 All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

ARTICLE 17

Weekend Premium

17.01 A weekend premium of one dollar and seventy-five cents (\$1.75) per hour shall be paid:

- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each regularly scheduled hours worked after fifteen hundred (1500) hours on a Friday provided that greater than two (2) hours are worked within a sixty-four (64) hour period commencing at fifteen hundred(1500) hours on a Friday;
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

Effective January 28, 2010 (date of ratification):

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

- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each regularly scheduled hours worked after fifteen hundred (1500) hours on a Friday provided that greater than two (2) hours are worked within a sixty-four (64) hour period commencing at fifteen hundred(1500) hours on a Friday;
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

17.02 All premiums paid under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

ARTICLE 18

Temporary Assignments

- 18.01 When an Employee is assigned to replace another Employee in a higher paid classification within this Collective Agreement for one full hour or longer, she shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, provided that she is qualified to perform the substantive duties of the higher paid classification. When an Employee is required to temporarily perform the duties of a lower paid classification, her Basic Rate of Pay will not be changed.
- 18.02 (a) A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation of this program.
- (b) "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and evaluate students in the Licensed Practical Nurse Program.
- 18.03 Charge Pay
- (a) The Charge Pay Premium will be applicable to an Employee who is employed as and working in her professional capacity as a Licensed Practical Nurse; and
- (b) who has been explicitly assigned by an Exempt Supervisor/Manager of the Employer to assume the functional Charge Responsibilities of a Unit;
- 18.04 In recognition of this assigned Charge Responsibility role, a Licensed Practical Nurse will be paid a Charge Pay Premium of one dollar and twenty-five cents (\$1.25) per hour.

Effective January 28, 2010 (date of ratification): Increase premium to one dollar and fifty cents (\$1.50) per hour.

ARTICLE 19

Employee Management Committee

- 19.01 An Employee-Management Committee shall be made up of Management personnel and AUPE Member(s) from the Cochrane Chapter. One of the Management personnel shall be the Administrator.

- 19.02 The Committee shall keep minutes of its meetings. The Committee shall appoint from among themselves a Chairperson and a Recording Secretary with such positions rotating as agreed upon by the Committee.
- 19.03 The Committee shall meet as required but no more than monthly. Meetings shall be convened upon a minimum notice of two (2) weeks, with the time and date of the meetings to be set by mutual agreement. The agenda for the meetings shall be in writing with the finalized copies given to all Committee members at least two (2) days before the meeting.
- 19.04 Employees serving on the Committee shall be paid at their regular hourly rate for meeting time during their hours of work.
- 19.05 The Committee shall deal with all matters of mutual concern, however, the Committee shall not deal with grievances or negotiations and it is not empowered to alter or amend any of the terms of this Collective Agreement or in any way infringe on the requirements and standards of the Alberta government regulations.
- 19.06 Any Employee or any non-Bargaining Unit person may refer matters to the Committee for consideration. Such referrals shall be in writing to the Committee.
- 19.07 The Parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire entrusted to them. The Parties declare that, in all instances and circumstances, they commit themselves to the best of their ability to the happiness, security, and physical and emotional well-being of the residents and Employees.
- 19.08 (a) Should the Employee - Management Committee meetings present a problem in terms of staffing, the matter will be resolved by the Administrator.
- (b) Should an issue arise which both parties mutually agree needs immediate attention a special meeting can be called with forty-eight (48) hours notice.

ARTICLE 20

Resignation and Termination

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

20.02 Vacation Pay on Termination

- (a) If employment is terminated by an Employee without giving proper notice, pursuant to Article 20.01 above, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacation with pay. The Employer may waive this clause if termination is due to illness or for other reasons which are acceptable to the Employer.
- (b) If employment is terminated and proper notice given, the Employee shall receive vacation pay according to the provisions of Article 23.
- (c) When an Employee is discharged for cause, vacation pay shall be at the rate prescribed in the Employment Standards Code.

ARTICLE 21

No Strikes or Lockouts

21.01 During this Agreement and while negotiations (including mediation proceedings) for a renewal agreement are taking place, the AUPE shall not permit or encourage any strike, slowdown or stoppage of work and shall not otherwise restrict or interfere with the Employer's operations through its members.

21.02 During this Agreement and while negotiations (including mediation proceedings) for a renewal agreement are taking place, the Employer shall not lockout any of its Employees or deliberately restrict or reduce hours of work or layoff Employees when such layoff is not warranted.

ARTICLE 22

Named Holidays

- 22.01 (a) Regular Full-time Employees shall be entitled to a day off with pay on or for the following named holidays:
- (i) New Year's Day;
 - (ii) Alberta Family Day
 - (iii) Good Friday;
 - (iv) Victoria Day;

- (v) Canada Day;
 - (vi) Labour Day;
 - (vii) Thanksgiving Day;
 - (viii) Remembrance Day;
 - (ix) Christmas Day;
 - (x) Boxing Day;
 - (xi) August Civic Holiday and other holidays when declared as such pursuant to the Municipal Government Act, R.S.A. 1980, cM-26, by the Municipality in which the Institution is located;
 - (xii) any other day designated as a general holiday by the Lieutenant Governor in Council pursuant to the Alberta Employment Standards Code S.A. 1988 cE-10.2; and
 - (xiii) any other day designated as a general holiday to be observed within Alberta by the Government of Canada.
- (b) In addition to the foregoing Named Holidays, Full-time Employees who are in the employ of the Employer on January 15, shall be granted an additional holiday as a "Floater" holiday until an additional named holiday is proclaimed by either 22.01 (xii) or (xiii) at which time the Floater holiday will be replaced by the new named holiday and will be subject to the provisions of 22.01 (a). The floating holiday will be scheduled by mutual agreement between the Employer and the Employee. If the holiday is not taken by December 31 in any given year, it shall be paid out.
- (c) Notwithstanding the foregoing, while:
- (i) on layoff; or
 - (ii) in receipt of compensation from the Workers' Compensation Board; or
 - (iii) an unpaid absence during which she is in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or the Long Term Disability Income Insurance Plan; or
 - (iv) on other leaves of absence in excess of 30 calendar days for any reason,

an Employee shall not be entitled to:

- (v) a day off with pay, or
- (vi) payment in lieu thereof,

for the aforementioned Named Holidays.

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

- (a) Work her scheduled shift immediately prior to and immediately following the holiday, except where the employee is absent due to illness or other reasons acceptable to the Employer; and
- (b) Work on the holiday when scheduled or required to do so.

22.03 Except as modified by 22.03 (c) below, an Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one point five times (1.5 X) her Basic Rate of Pay plus:

- (a) an alternate day off at a mutually agreed time, or
- (b) failing mutual agreement within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at her basic rate of pay.
- (c) Effective January 28, 2010 (date of ratification), an Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's basic rate of pay plus:
 - (i) an alternate day off at a mutually agreed time; or
 - (ii) by mutual agreement, a day added to the Employee's next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at the Employee's basic rate of pay.

22.04 When a Named Holiday falls on a day that would:

- (a) otherwise be a Regular Employee's regular scheduled day off, or
- (b) during an Employee's vacation;

the Employee shall receive,

- (c) an alternate day off at a mutually agreed time; or
- (d) failing mutual agreement within thirty (30) calendar days following the Named Holiday of the option to be applied, the Employee shall receive payment for such day at her Basic Rate of Pay.

22.05 The Employer shall schedule an Employee in such a manner to provide her with days off on at least three (3) of the actual Named Holidays as provided in Section 22.01.

22.06 Employees shall be scheduled to work on Christmas Day or New Year's Day but not on both of these holidays. If an employee has worked on Christmas Day the previous year, the Employer shall make every effort not to schedule her for Christmas Day the following year. When the employee has been scheduled to have Christmas Day or New Year's Day off, the Employer shall make every effort to schedule the preceding day off as well.

ARTICLE 23

Vacations

23.01 Definition:

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.

23.02 Vacation Entitlement

- (a) Subject to Article 8, during each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and the rate of earning entitlement shall be as follows:
 - (i) during the first (1st) and second (2nd) years of such employment an Employee earns a vacation at the rate of fifteen (15) working days;
 - (ii) during the third (3rd) to fourteenth (14th) years of employment, an Employee earns a vacation at the rate of twenty (20) working days; and

- (iii) during the fifteenth (15th) to twenty-fourth(24th) years of employment, an Employee earns a vacation at the rate of twenty-five (25) working days; and
 - (iv) during twenty-five (25) years and more of employment, an Employee earns a vacation at the rate of thirty (30) working days.
 - (b) An Employee who has less than one (1) year of service prior to the first (1st) day of April in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve (12) months.
- 23.03 (a) Notwithstanding Article 23.02, vacation with pay shall not accrue during periods while:
- (i) on lay off; and
 - (ii) on unpaid absence during which she is in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or Long Term Disability Income Insurance Plan; and
 - (iii) in receipt of compensation from the Workers' Compensation Board; and
 - (iv) on leave of absence in excess of thirty (30) calendar days for any reason.
- (b) Vacation benefits will accrue during the remainder of the vacation year proportionate to the period worked.

23.04 Time of Vacation

- (a) As far as possible, Regular Full-time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains the responsibility and within the authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. Vacation earned during one vacation year shall be taken during the next following vacation year, except where a written request to carry over a portion of vacation entitlement to the next vacation year has been approved by the Employer. A vacation period may be divided by mutual agreement between the Employee and the Employer.

- (b) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- (c) Employees who have earned vacation hours, that are less than one (1) complete shift will be allowed to take time rather than pay in lieu.

23.05 If a paid holiday occurs during the vacation period of a Full-time Employee, such Employee shall receive an additional day's pay in lieu of the holiday at straight time. An Employee may, however, prior to going on vacation, inform her supervisor of her preference to take an additional day off with pay.

ARTICLE 24

Employee Benefits

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

- (a) Supplementary Medical Benefits Plan,
- (b) Alberta Health Care Insurance Plan
- (c) Group benefits plans, inclusive of:
 - (i) Group Life Insurance (Basic);
 - (ii) Accidental Death and Dismemberment (Basic);
 - (iii) Short Term Disability (income replacement for a period of up to one hundred and twenty (120) working days during a qualifying disability equal to sixty-six and two thirds (66 2/3%) percent of basic weekly earnings to the established maximum following a fourteen (14) day elimination period where applicable. The Short-Term Disability shall become effective on the first (1st) working day following the expiry of sick leave credits in the case of absence due to injury or hospitalization. In the particular case of Employees who have insufficient sick leave credits to satisfy the fourteen (14) calendar day elimination period, the Short Term Disability shall commence on the fifteenth (15th) day following the commencement of non-hospitalized sickness).

- (iv) Long Term Disability (income replacement during a qualifying disability equal to sixty-six and two thirds (66 2/3%) percent of basic monthly earnings to the established maximum following a one hundred and twenty (120) working day elimination period).
- (v) Alberta Blue Cross Dental Plan or equivalent, which provides for the reimbursement of eighty (80%) percent of eligible Basic Services, fifty (50%) percent of eligible Extensive services, and fifty (50%) percent of eligible Orthodontic services, in accordance with the Alberta Dental Association Fee guide. A maximum annual reimbursement of fifteen hundred (\$1500) per insured person per benefit year shall apply to Extensive services. Orthodontic services shall be subject to a lifetime maximum reimbursement of fifteen hundred (\$1500) per insured person.

Effective April 1, 2010, a maximum annual reimbursement of two thousand five hundred (\$2500) per insured person per benefit year shall apply to Extensive services. Orthodontic services shall be subject to a lifetime maximum reimbursement of two thousand five hundred (\$2500) per insured person.

(d) EI Sub Plan

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

24.02 The Employer shall contribute seventy-five percent (75%) of the premium costs for Regular and temporary Employees (and their families where applicable). The Employer will implement coverage for new Employees when

- (a) Full-time Employees have completed five hundred three point seven five (503.75) hours worked;
- (b) Part-time Employees have completed five hundred three point seven five (503.75) hours worked. Part-time Employees must be scheduled to work on average at least fifteen (15) hours per week to remain eligible.
- (c) Temporary Employees must be hired to work in a position for more than six (6) months.

- 24.03 The Employer will provide one copy of each of the plans to Alberta Union of Provincial Employees.
- 24.04 The Employer shall make available to eligible Employees brochures outlining the above plans.

ARTICLE 25

Sick Leave

- 25.01 (a) Sick leave is provided by the Employer as a form of insurance, for the purpose of maintaining regular earnings, during absences due to illness or accidents for which compensation is not payable under the Workers' Compensation Act or for quarantine by a Medical Officer of Health.
- (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.
- 25.02 After an Employee has completed her probationary period she shall be allowed a credit for sick leave from the date of employment at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days (930 hours) provided however, that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period. Sick leave shall not accrue during the periods of the following absences which exceed one (1) month:
- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence;
- (e) unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Insurance Plan or the Long Term Disability Insurance Plan;
- (f) periods while in receipt of compensation from the Workers' Compensation Board.
- 25.03 (a) Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

- (b) Any Employee absenting herself on account of personal illness must notify the Employer on the first (1st) day of illness before the time she would normally report for duty.

Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.

- 25.04 Subject to Article 25.01, 25.02 and 25.03 above, an Employee granted sick leave shall be paid, at her Basic Rate of Pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of her accumulated credits at the time the sick leave commenced.
- 25.05 Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.
- 25.06 When a Full-time 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.
- 25.07 If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- 25.08 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with Article 25.04. Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 25.04. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

- (b) In the event an illness or injury preventing an Employee from performing her usual duties, occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 25.04 until the Employee has recovered sufficiently to permit the resumption of her usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.
- 25.09 Upon request of an Employee but not more frequently than once a year, the Employer shall advise an Employee of her accrued sick leave credits.
- 25.10 The right to sick pay shall cease upon notice of termination of employment.
- 25.11 For the purpose of computing sick leave accumulation, the following shall be counted as working days:
- (a) days on which the Employee is on vacation;
 - (b) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
 - (c) days on which the Employee is absent from work while attending official negotiating sessions with the Employer.
- 25.12 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 27.01 (f), 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 fourteen (14) days written notice of readiness to return to work and:
- (a) the Employee is capable of performing the duties of her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same increment in the salary schedule and other benefits that accrued to her prior to her disability. However, if an Employee's absence exceeds 18 months, the Employer may place her in a similar position in the same classification, FTE, increment in the salary schedule and other benefits that accrued to her prior to her disability.

- (b) if the Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, a reasonable effort shall be made by the Employer to place her in an available position that she is capable of performing. In such a case the AUPE agrees to waive the posting provisions of the Collective Agreement.
- 25.13 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions.
- 25.14 An Employee whose status has changed due to layoff from Regular Employee to an Employee on recall, shall have her sick leave credits suspended, and should she be recalled to regular employment with the Employer, the accrued sick leave credits shall be reinstated.

ARTICLE 26

Workers' Compensation

- 26.01 An Employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer and who qualifies for benefits pursuant to the Workers' Compensation Act will receive compensation benefits directly from the Workers' Compensation Board.
- If the Employee incurs delays in receiving payment(s) from the Workers' Compensation Board, the Employer will advance or lend money, in the amount(s) due from the Workers' Compensation Board providing the necessary repayment or cheque transfer forms are signed.
- 26.02 An Employee receiving compensation benefits under Article 26.01 shall be deemed on Workers' Compensation leave and shall:
- (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;
 - (b) cease to earn sick leave and vacation credits subject to Article 25.02 and Article 23.03;
 - (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.
- 26.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of her former position, shall provide the Employer with fourteen (14) days written notice of readiness to work. Such advance notice shall not be required in case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave at the time of onset was less than twenty eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability. However, if an Employee's absence exceeds eighteen (18) months, the Employer may place her in a similar position in the same classification, FTE, increment in the salary schedule and other benefits that accrued to her prior to her disability.
- (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall notify the Employer with fourteen (14) days written notice of her readiness to return to work. The Employer shall then reinstate her to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability;
- (c) incapable of performing the duties of her former classification, may make application for any benefits for which she is eligible under Sick Leave or Employee Benefits Plan, in accordance with Article 25 or Article 24.

26.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provision of Article 11 and Article 12.

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

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

ARTICLE 27

Leaves of Absence

27.01 General Conditions

- (a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer six (6) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. 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 24, provided that the Employee makes prior arrangements to pay full premium costs. In 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) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate her position with the Institution; except in cases of extenuating circumstances acceptable to the Employer.
- (d) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (e) Employees granted leave of absence for more than one month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (f) When an Employee is on leave of absence without pay and is receiving WCB, STDI or LTDI benefits, she may continue participation in the Alberta Health Care Insurance Plan for the period of her employment pursuant to Article 25.13 or Article 26.02 whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.

- (g) Employees who are on leave of absence will not engage in any gainful employment, unless approved by the Employer. If an Employee does engage in gainful employment, she may be disciplined up to and including termination.
- (h) Upon return from an approved Leave of Absence, the Employer shall reinstate the Employee in the same or equivalent position.
- (i) Where any leave of absence without pay exceeds four (4) or more consecutive weeks credits of seniority, salary increase, vacation and cumulative sick leave will be suspended during the period of the leave exceeding four (4) weeks.
- (j) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STDI or LTDI benefit plan premium payments shall be administered in the same fashion as an employee absent due to illness.
- (k) An Employee returning to work from a leave of absence, will return to work without claim to any postings and/or vacancies that occurred during the Leave of Absence for which they have not applied.

27.02 Time Off For Union Business

- (a) The Employer may grant leave of absence without pay to Employees to attend Union conventions, seminars, education classes or to perform the duties of any office of the Union. Request for leave shall be submitted in writing to the Employer with as much advance notice as possible, preferably four (4) weeks in advance, and approval will be subject to the efficient operation of the site. Requests for leave will not be unreasonably denied.
- (b) Where permission has been granted by the Employer for an Employee, who is a locally elected representative of the Union, to leave her employment temporarily in order to represent another Employee at an investigative meeting or grievance proceeding with the Employer, they shall suffer no loss of pay for the time so spent.
- (c) One (1) Employee who is elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a maximum period of 2 years. Such leave of absence shall be renewable for a further term upon written request. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

- (d) To facilitate the administration of union leave as provided within the Collective Agreement, where union leave has been granted, the Employer will continue the salary of the Employee during such leave. In turn, the Employer shall invoice the Union for the actual salary paid to the Employee or for replacement salary costs, whichever is greater, plus an amount determined by the Employer to cover the costs of benefits and administration.

27.03 Negotiations

Representatives of the Union shall be granted time off without pay, and without loss of seniority, subject to Clause 27.02 above, in order to participate in negotiations between this Bargaining Unit and the Employer.

27.04 Parental Leave

(A) Maternity

- (a) An Employee who has completed six (6) months continuous employment shall, upon her written request, providing at least fourteen (14) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery. 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, provided that she commences maternity leave no later than the date of delivery. Such leave shall be without pay and benefits except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan benefits, STD or LTD. Maternity leave shall not exceed fifty-two (52) weeks unless mutually agreed otherwise between the Employer and the Employee.
- (b) An Employee requesting an extension of Maternity Leave and who has unused vacation entitlement may be required to take vacation pay as a part or all of the period of the extension.

(B) Paternity

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

(C) Adoption Leave

(a) An Employee who has completed six (6) months continuous employment shall upon written request, giving fourteen (14) calendar days notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave without pay for up to thirty seven (37) weeks as necessary for the purpose of adopting a child.

(b) Where the Employee is unable to comply with (a) the Employee may commence adoption leave upon one day's notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.

(i) Subject to section (ii) an Employee on Parental Leave shall provide the Employer with at least fourteen (14) 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. By mutual agreement between the Employee, the Union and the Employer, such return to work from Parental Leave can occur with less than fourteen (14) days notice.

- (ii) In the event that during the period of an Employee's parental leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's parental leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid-off Employees. Upon increasing the working force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 32.

27.05 Bereavement Leave

- (a) An Employee shall be granted five (5) consecutive calendar days bereavement leave without loss of salary, providing such leave is taken within a seven (7) consecutive day period, in the event of the death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, guardian or fiancé). Spouse shall include common-law and/or same sex relationship. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family.
- (b) Bereavement Leave shall be extended by up to two (2) days if travel in excess of four hundred (400) km from the Employee's residence is necessary.
- (c) Upon request and approval of the Supervisor, and in event of the death of other relatives or close family and friends, an Employee may be granted up to one working day off with pay to attend the funeral.

27.06 Court Appearance and/or Jury Duty

- (a) An Employee required by law to appear in court as a member of a jury or as a witness in matters arising out of her employment with the Employer, shall be paid the difference between the pay received for such court service and the pay the Employee would have normally received if she had been working, based on the Basic Rate of Pay. The Employee will report to work during those hours that she is not required to attend court. For the purpose of the Employee reporting to work, travel time shall be considered as time required to attend court.

- (b) Where an Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, she shall be granted a leave of absence without pay.

27.07 Special Leave (Effective January 28, 2010 (date of ratification))

- (a) Each calendar year, each Regular Employee shall be entitled to four (4) special leave days without loss of pay, for purposes of illness in the immediate family requiring the Employee's personal attention.
- (b) Immediate family is defined as the spouse (including common-law and same-sex partner), child, parent, and grandparent. The Employee shall inform the Employer of such with as much advance notice as possible. The Employee may be required to submit satisfactory proof.

27.08 Education Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 27.01, shall be deemed to remain in the continuous service of the Employer for the first eighteen (18) months of such period of leave.
- (b) During an Employee's educational leave, she may work as a Casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

27.09 Compassionate Care Leave

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

ARTICLE 28

Registered Retirement Savings Plan

- 28.01 The Employer shall provide and administer contributions to an RRSP program to include the following:
- (a) Employees in positions of 0.39 FTE or greater are eligible for this program.
 - (b) The Employer will deduct from eligible Employees an amount up to the equivalent of four percent (4%) of the Employee's gross earnings of each pay period to be placed directly into a group RRSP. The Employer will match the Employee's contribution up to a maximum of four percent (4%) to be placed directly into the Employee's RRSP plan.

ARTICLE 29

Part-time Employees

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

Article 12 - Hours of Work
Article 13 - Overtime
Article 22 - Named Holidays
Article 23 - Vacations
Article 25 - Sick Leave

Which are superseded by the following:

- 29.02 Hours of Work

Regular hours of work, exclusive of meal periods shall be up to seven point seven five (7.75) consecutive hours in any day. The ratio of work days to non-work days shall not exceed five to two (5:2) in a six (6) calendar week period.

- 29.03 Regular hours of work shall be deemed to:

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

- (b) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours. If this is more compatible with the scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer; or
- (c) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
- (d) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours;

The Employer and Employee shall mutually agree to the times of breaks, the total length of time taken for combined breaks shall not exceed one (1) hour. Failing mutual agreement, breaks will be in accordance with Article 29.03 (a) and (c).

- 29.04 (a) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her Basic Rate of Pay unless she has been permitted to take compensating time off for the full meal period at a later time in the shift.
- (b) If an Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at two times (2X) her basic rate of pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 29.04(a) at an additional one times (1X) her Basic Rate of Pay; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her Basic Rate of Pay.

29.05 Subject to Article 29.13 shift schedules shall be posted eight (8) weeks in advance or such shorter period as is mutually agreed between the Employer and the Local Chapter of the AUPE. The Employer shall allow a local chapter representative of the AUPE to reproduce a copy of the posted shift schedule.

- 29.06 (a) Except in cases of emergency or by mutual agreement between the Employee and the Employer the shift schedule shall provide for:
- (i) at least fifteen point five (15.5) hours off duty between shifts;
 - (ii) days of rest on two (2) weekends in a four (4) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty six (56) hours off duty;
 - (iii) an Employee shall not be scheduled to work seven (7) consecutive shifts more than twice in five (5) weeks.
- 29.07 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be the one wherein the majority of hours worked fall between 2400 and 0800 hours.
- 29.08 (a) The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Section 29.07.
- (b) The shift patterns which may be available are:
- (i) Days, evenings, night (rotation);
 - (ii) Days only;
 - (iii) Evenings only;
 - (iv) Nights only;
 - (v) Evenings and days (rotation);
 - (vi) Nights and evenings (rotation);
 - (vii) Nights and days (rotation);
- (c) A request by an Employee to work evenings only or nights only shall not be unreasonably denied provided however that the Employer shall have the right to assign periods of day duty totaling not more than one hundred ninety three point seven five (193.75) regular hours in a calendar year for the purpose of maintaining proficiency. When a request to work evenings or nights only is accommodated the Employee may only alter that request by the giving of fourteen (14) weeks notice of intention.

- (d) Employees working shift choices (i), (v) and (vii), shall be assigned day duty at least one-third (1/3) of the time during the shift cycle. For the purpose of applying the foregoing an Employee will be deemed to have been assigned day duty for those periods of time absent on vacation or on or for a named holiday that would have, except for such absence been day duty to which the Employee would have been assigned in accordance with the shift schedule.
 - (e) No overtime shall be paid to an Employee who works in excess of the Employee's regularly scheduled work hours in a two (2) week period as a result of an exchange of shift or for reasons of personal convenience or for time taken off in lieu of overtime by mutual arrangements.
- 29.09 (a) Employees may exchange shifts among themselves provided that:
- (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate Supervisor.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
 - (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.
- 29.10 In the event an Employee's scheduled shift is cancelled with less than fourteen (14) days notice, a make-up shift shall be scheduled for the next following cycle of the shift schedule. When an Employee reports for work as scheduled and is informed that the shift has been cancelled, the Employee will be compensated for the inconvenience by the payment of three (3) hours pay at the Employee's basic rate of pay.
- 29.11 A Regular Part-time Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.
- 29.12 (a) A Part-time Employee may work additional shifts.
- (b) Where a Part-time Employee volunteers or agrees when requested to work additional shifts, she shall be paid her Basic Rate for such hours, or if applicable, at the overtime rate provided in Article 29.15 for those hours worked in excess of seven point seven five (7.75) hours in a day.

- (c) Where the Employer requires a Part-time Employee to work without her having volunteered or agreed to do so, she shall be paid the applicable overtime rate provided in Article 29.15.

29.13 If, in the course of a posted schedule, the Employer changes an Employee's scheduled shift, she shall be paid at the rate of two times (2X) her Basic Rate of Pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) days notice of such change has been given.

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

29.15 Overtime

- (a) The overtime rate of two times (2X) shall be paid for work authorized by the Employer and performed by the Employee on days in excess of the work ratio referred to in Article 29.02 above, and for all hours worked beyond seven point seven five (7.75) hours in any given work day. The Employer shall provide on each ward or unit overtime forms which are to be signed by the designated authorized person and a copy shall be given to the Employee at the time the overtime is worked.

If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last day of March in any given year shall be paid out.

29.16 Named Holidays

A Part-time Employee required to work on a Named Holiday shall be paid at time and one-half (1 1/2X) her Basic Rate of Pay for work performed up to seven point seven five (7.75) hours. Two times (2X) her Basic Rate of Pay shall be paid for work in excess of seven point seven five (7.75) hours on such day.

29.17 Regular Part Time Employees shall be paid, in addition to their Basic Rate of Pay, four point six percent (4.6%) of this rate per pay period in lieu of the Named Holidays.

Effective January 28, 2010 (date of ratification), a Part-time Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's basic rate of pay.

29.18 Unless an Employee requests otherwise, each Part-time Employee shall be scheduled so as to be given either Christmas Day or New Year's Day off. When an Employee has been scheduled to have Christmas Day or New Year's Day off, the Employer shall make every effort to schedule the preceding day off as well.

29.19 Annual Vacation

Definition:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the last day of March of the following calendar year.

29.20 Time of Vacation

- (a) Vacation time entitlement accumulated in one vacation year shall be taken in the next following vacation year. As far as possible, Part time Employees shall be granted their choice of vacation periods; however, the final allotment of vacation remains within the responsibility and the authority of the Employer. The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. Vacation leave will be deemed to have commenced on the first regularly scheduled work day absent on vacation leave, and continue on consecutive calendar days until return to duty. A vacation period may be divided by mutual agreement between the Employee and the Employer.
- (b) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the vacation year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.

29.21 Vacation Pay and Entitlement

Subject to Article 8.05, during each year of continuous service in the employ of the Employer, an Employee shall commence earning entitlement to a vacation with pay to be taken in the next following vacation year and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of service in accordance with the following:

Regular Part-time Employees shall earn vacation with pay calculated in hours in accordance with the following formula:

$$\begin{array}{r} \text{Hours paid} \\ \text{during the} \\ \text{vacation year} \\ \text{exclusive of} \\ \text{overtime} \end{array} \times \begin{array}{r} \text{The applicable} \\ \text{\% outlined} \\ \text{below} \end{array} = \begin{array}{r} \text{Number of hours} \\ \text{of paid vacation} \\ \text{time to be taken} \\ \text{in the next} \\ \text{following} \\ \text{vacation year} \end{array}$$

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

An employment year shall mean two thousand twenty two point seven five (2022.75) hours paid by the Nursing Home, exclusive of overtime.

29.22 Sick Leave

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

- 29.23 On completion of the stipulated probationary period a Regular Part-time Employee will receive a credit for sick leave computed from the date her continuous service commenced at the rate of one and one-half (1 1/2) working days for each full month of employment, prorated on the basis of the hours paid by the Employee in relation to the regularly scheduled hours for a Full-time Employee, up to a maximum of one hundred and twenty (120) working days (930 hours). Provided however, that an Employee shall not be entitled to apply sick leave credits for absences due to illness occurring prior to the completion of her probationary period, nor for additional shifts worked pursuant to Article 29.12. Sick leave shall not accrue during the periods of the following absences which exceed one (1) month:
- (a) illness;
 - (b) injury;
 - (c) lay-off;
 - (d) leave of absence;
 - (e) unpaid leave while in receipt of weekly indemnity as provided for by the Short Term Disability Income Insurance Plan or the Long Term Disability Income Insurance Plan, and
 - (f) periods while in receipt of compensation from the Workers' Compensation Board.
- 29.24 Part-time Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.
- 29.25 Subject to the above, a Part-time Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 29.26 Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.
- 29.27 When a Part-time Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days (930 hours), she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

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

29.29 (a) Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with Article 25.04.

Notwithstanding the foregoing, should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 25.04. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

(b) In the event an illness or injury preventing an Employee from performing her usual duties occurs prior to the scheduled start of the vacation period, and provided proper substantiation of her claim to sick leave has been provided, the absence on account of the illness or injury will be treated as sick leave pursuant to Article 25.04 until the Employee has recovered sufficiently to permit the resumption of her usual duties. Time not utilized as vacation leave as a result of the above illness or injury will be rescheduled to a mutually agreed later time frame.

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

29.31 The right to sick pay shall cease upon notice of termination of employment.

29.32 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 27.01 (f), for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with twenty-eight (28) days written notice of readiness to return to work and:

- (a) if the Employee is capable of performing the duties of her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same step in the pay scale and other benefits that accrued to her prior to her disability. However, if an Employee's absence exceeds eighteen (18) months, the Employer may place her in a similar position in the same classification, FTE, increment in the Salary Schedule and other benefits that accrued to her prior to the disability.
- (b) if the Employee is incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, a reasonable effort shall be made by the Employer to place her in an available position that she is capable of performing. In such a case the AUPE agrees to waive the posting provisions of the Collective Agreement.

ARTICLE 30

Temporary Employees

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

- (a) Article 8 (Probationary Period).
- (b) Article 9 (Seniority).
- (c) Article 10 (Performance Appraisals).
- (d) Article 11 (Job Postings and Vacancies) provided however, a Temporary Employee may make application pursuant to Article 11, for a position which commences after the expiry of the term for which she was hired.
- (e) Article 24 (Employee Benefits Plan) prior to the completion of six (6) months or five hundred and three point seven five (503.75) hours of continuous service, whichever comes first.
- (f) Article 32 (Layoff and Recall);
- (g) Article 33 (Discipline & Dismissal);

which are superceded and replaced by the following.

30.02 (a) A Temporary Employee shall not have the right to grieve termination upon the expiry of her term appointment.

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

ARTICLE 31

Casual Employees

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

31.02 Hours of Work

- (a) Hours of work for a Casual Employee shall be up to seven point seven five (7.75) hours in a day.
- (b) Casual Employees will not be required to work in excess of seven (7) consecutive shifts except by mutual agreement.
- (c) A Casual Employee will not be required to work in a manner where the ratio of work days to non work days exceeds five to two (5:2) averaged over six (6) calendar weeks.
- (d) Hours of work shall be deemed to:
 - (i) include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven point seven five (7.75) hours; or
 - (ii) one (1) rest period of thirty (30) minutes during each full working shift of seven point seven five (7.75) hours. If this is more compatible with the scheduling of work assignments, the alternative to be applied shall be at the discretion of the Employer; or
 - (iii) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and

The Employer and the Employee shall mutually agree to the times of breaks, the total length of time taken for the combined breaks shall not exceed one (1) hour. Failing mutual agreement, breaks will be in accordance with Article 31.02 (d) (i) and (iii).

- (iv) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the employee works in excess of four (4) hours.
 - (e) Notwithstanding that the meal break is to be excluded in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her basic rate of pay unless she has been permitted to take compensating time off for the meal period at a later time in the shift.
 - (f) If an Employee is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or where that is not possible, be paid for the meal period or rest period as follows:
 - (i) for a rest period, at two times (2X) her Basic Rate of Pay rather than at straight time; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 31.02(e) at an additional one times (1X) her Basic Rate of Pay; or
 - (iii) for a meal period for which the Employee is not otherwise entitled to be paid, at two times (2X) her Basic Rate of Pay.
- 31.03 (a) No Casual Employee shall be scheduled except with her consent and as stipulated in the Definitions Article. However, a Casual Employee may be terminated for regularly failing to make herself available to be scheduled.
- (b) Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty four (24) hour period of the day and the seven (7) days of the week. The first shift of the working day shall be one wherein the majority of hours worked fall between 2400 and 0800 hours.
- 31.04 In the event that a Casual Employee reports to work as scheduled or called and the Employer cancels her shift, the Employee shall be paid three (3) hours pay at the Employee's Basic Rate of Pay.

31.05 Overtime

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

31.06 Salaries

- (a) The Basic Rate of Pay for Casual Employees shall be as outlined in the Salaries Schedule.
- (b) Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's Basic Rate of Pay will be advanced to the next higher Basic Rate of Pay following two thousand twenty two point seven five (2022.75) hours worked.

31.07 Shift Differential

A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid:

- (a) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours and zero seven hundred (0700) hours; or
- (b) to Employees for each regularly scheduled hour worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours, provided that greater than two (2) hours are worked between fifteen hundred (1500) hours and zero seven hundred (0700) hours;
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours and zero seven hundred (0700) hours.

Effective January 28, 2010 (date of ratification):

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

- (a) to Employees working a shift where the majority of such shift falls within the period of fifteen hundred (1500) hours and twenty-three hundred (2300) hours; or
- (b) to Employees for each regularly scheduled hour worked (0700) hours, provided that greater than two (2) hours are worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours;
- (c) to Employees for all overtime hours worked which fall within the period of fifteen hundred (1500) hours and twenty-three hundred (2300) hours.

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

- (a) to Employees working a shift where the majority of such shift falls within the period twenty-three hundred (2300) hours to zero seven hundred (0700) hours; or
- (b) to Employees for each regularly scheduled hour worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours, provided that greater than two (2) hours are worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours;
- (c) to Employees for all overtime hours worked which fall within the period of twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

All premiums payable under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

31.08 Weekend Premium

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

- (a) to Employees working a shift wherein the majority of such shift falls within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday; or
- (b) to Employees working each regularly scheduled hour worked after fifteen hundred (1500) hours on a Friday provided that greater than two (2) hours are worked within a sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday;
- (c) to Employees working all overtime hours which fall within the sixty-four (64) hour period commencing at fifteen hundred (1500) hours on a Friday.

All premiums paid under this Article shall not be considered as part of the Employee's Basic Rate of Pay.

31.09 Named Holidays

- (a) Casual Employees shall be paid at one and one-half (1 1/2X) times their Basic Rate of Pay for all hours worked on the Named Holiday.

Effective January 28, 2010 (date of ratification), a Casual Employee obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Employee's basic rate of pay.

- (b) Casual Employees shall be paid in addition to their Basic Rate of Pay four point six percent (4.6%) of their Basic Rate of Pay in lieu of the aforementioned Named Holidays

31.10 Annual Vacations

Casual Employees shall be entitled to, in addition to their Basic Rate of Pay:

- (a) six percent (6%) of their Basic Rate of pay in lieu of vacation; and
- (b) shall be entitled to an additional two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-time Employee to reach the vacation entitlement of twenty(20) working days; and
- (c) shall be entitled to an additional two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-time Employee to reach the vacation entitlement of twenty-five (25) working days; and
- (d) shall be entitled to an additional two percent (2%) vacation pay on completion of the equivalent hours of work required by a Full-time Employee to reach the vacation entitlement of thirty (30) working days.

31.11 Dues Deduction

Casual Employees shall be subject to dues deductions as provided in Article 4.

31.12 Grievance Procedure

Casual employees shall be covered by the Grievance and Arbitration procedure provision of this Collective Agreement.

31.13 Job Postings and Vacancies

- (a) Subject to the criteria established in Article 11 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) The name of the Employee who is appointed to fill the transfer, promotion and/or vacancy shall be posted forthwith on a bulletin board provided for that purpose and shall remain posted for ten (10) calendar days.

31.14 Casual Employees who transfer to Regular Full-time or Part-time employment with the Employer shall be credited with the following entitlements earned during her casual period of employment provided not more than six (6) months have elapsed since she last worked for the Employer

- (a) vacation entitlement; and
- (b) the total accumulation of regular hours worked for the purpose of incremental advancement pursuant to the Casual Employee Article 31.06.

31.15 Performance Appraisal

Casual Employees shall be covered by the Performance Appraisal Article of this Collective Agreement.

31.16 Discipline and Dismissal

Casual Employees shall be covered by the Discipline and Dismissal Article of this Collective Agreement.

ARTICLE 32

Layoffs

32.01 It is the exclusive right of the Employer to:

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

- 32.02 (a) When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to reduction of the work force, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee not less than fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days notice shall not apply where layoff results from an act of God, fire, flood or a work stoppage by Employees not covered by this Collective Agreement.
- (b) The Employee, through consultation with the Employer, shall indicate a preference of position for which she has the requisite skill, training, knowledge and ability to perform the work by selecting a position in the same classification which is vacant or, to displace an Employee with less seniority in a position in the same classification. Following consultation with the Employee, the Employer shall place her in a position in the same classification and where operational requirements permit, in the same status for which she has the requisite skill, training, knowledge and ability to perform the work.
- (c) In the event the Employer should enter into layoffs that would cause a reduction in the number of Employees in a classification the Parties agree that; providing the Employee has the skill, ability, training and knowledge to perform the duties in another classification, the Employee shall have the right to displace a less senior Employee in another classification.

32.03 Employees who:

- (a) refuse an offer by the Employer of alternate work ; or
- (b) lack the required competency and seniority to displace another incumbent within her particular classification; shall be provided with not less than fourteen (14) calendar days notice specifying the date on which she will be laid off.

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

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

- 32.06 Employees affected by temporary layoff may elect to maintain coverage of contributory plans specified in Article 24, provided that the Employee makes prior arrangements to pay full premium costs. In the event the Employee works Casual shift(s) the Employee shall remain responsible for the payment of the full premium costs and her recall status shall not be adversely affected.
- 32.07 When increasing the work force, Employees shall be recalled in order of their seniority, provided she possesses the requisite skill, training, knowledge and ability to perform the work. The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by Registered letter sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by Registered mail the letter shall be deemed delivered five (5) calendar days from the date of mailing. The Employee so notified will report for work as directed but in any event shall notify the Employer of her intent no later than five (5) days following the delivery date.
- 32.08 The operation of this Article, including revision to shift schedules caused by lay-off or displacement, shall not constitute a violation of the terms of this Collective Agreement.

ARTICLE 33

Discipline & Dismissal

- 33.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 33.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a written warning to the Employee. A copy of the written warning shall be placed on the Employee's personnel file. Copies of all notices of discipline or dismissal shall be forwarded to the President of the AUPE within five (5) days of issuance.

The Employee shall sign any written notice of discipline, for the sole purpose of indicating that she is aware of the disciplinary notice. Where circumstances permit, an Employee may be accompanied by a Representative of the AUPE during the disciplinary discussion.

- (a) When an Employee has grieved a disciplinary action and a Designated Officer of the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the Personnel File of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.

(b) An Employee who has been subject to disciplinary action may, after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her Personnel File be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the two (2) year period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been effected.

33.03 Except in extenuating circumstances, an Employee absent for two (2) consecutive scheduled work days without notifying the Employer, shall be considered to have abandoned her position.

33.04 Nothing in this Article prevents immediate suspension or dismissal of the Employee for just cause.

ARTICLE 34

Bulletin Boards

34.01 The Employer agrees to supply and make available to the AUPE, for the posting of seniority lists and AUPE notices, one (1) bulletin board in such place so as to inform all Employees in the Bargaining Unit of the activities of the AUPE.

ARTICLE 35

Health and Safety

35.01 There shall be a Health and Safety Committee which shall be composed of Representatives of the Employer and Representatives of the AUPE and may include representatives of other Employee groups. This Committee shall meet in accordance with its terms of reference. An Employee shall suffer no loss of pay for attendance at these committee meetings.

35.02 The Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function as may be mutually agreed.

ARTICLE 36

Copies of the Collective Agreement

36.01 Following the signing and printing of the Collective Agreement affected Employees shall be provided with a copy by the Employer within ten (10) days of receipt of the copies by the Employer.

36.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

Selection of the printers and printing of the Collective Agreement shall be the joint responsibility of the Employer and the Alberta Union of Provincial Employees. Cost shall be shared equally between the Parties.

If the final version of the Collective Agreement is maintained on computer disk or software both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement on disk.

ARTICLE 37

Grievance Procedure

37.01 Grievance Definitions

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

- (a) an individual grievance is a dispute affecting one Employee. Such grievance shall be initiated at Step I of the grievance procedure as outlined in Article 37.05 except in the case of a dismissal grievance which shall commence at Step III or;
- (b) a group grievance is a dispute affecting two or more Employees. Such grievance shall be initiated at Step II and processed there from in the same manner as an individual grievance as outlined in 37.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, to the Department Head or the AUPE, by a Representative of the aggrieved Party within ten (10) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance.

37.02 Authorized Representatives

- (a) An Employee may be assisted and represented by the AUPE or Chapter Representative and/or Job Steward when presenting a grievance.

- (b) The AUPE Representative system is accepted in principle by the Employer and AUPE Representatives will be recognized as having authority to act on behalf of Employees in their designated areas. The names of AUPE Representatives shall be supplied in writing by the AUPE to the Employer before they are recognized as AUPE Representative.
- (c) The Employer agrees that Chapter Representatives and/or Job Stewards shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no Representative shall leave her work without obtaining consent from her Supervisor which shall not be unreasonably withheld. The Chapter Representative and/or Job Steward shall not suffer any loss of pay for time spent in the performance of her duties involving a grievance provided that the Representative does not leave the Employer's premises.

37.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 22.

37.04 Mandatory Conditions

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

37.05 Steps in the Grievance Procedure

(a) Step I

An Employee who has a grievance shall, within five (5) days of the date she becomes aware of, or reasonably should have become aware of, the occurrence which led to the grievance, first discuss the matter with her immediate Supervisor and attempt to resolve the grievance at this stage. In the event that it is not resolved satisfactorily it may be advanced to Step II.

(b) Step II

For:

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

(c) Step III

Within five (5) days of the reply from the Manager - Care Services, the Employee shall submit the grievance in writing to the Administrator or the designated representative. The Administrator or his Representative shall hold a meeting within five (5) days of receipt of the grievance. The Employee shall be entitled to have a Representative of the AUPE present during the meeting. The Administrator or Designate shall render a written decision within five (5) days of the date of the hearing. If the grievance is not settled at this stage, the AUPE may decide to proceed to Arbitration in accordance with the time limits set forth in Article 37.07 (a).

37.06 Grievance Mediation

- (a) Either Party may propose grievance mediation within five (5) days of a grievance being submitted directly to Arbitration.
- (b) If grievance mediation is proposed by either the Employer or the AUPE, the Parties have five (5) days to come to mutual agreement on whether to proceed with grievance mediation. If the grievance proceeds to grievance mediation the Arbitration process will be held in abeyance and the Parties will delay selecting an Arbitration approach, Nominees, a Chairperson and Arbitration dates until the grievance mediation process is completed.

- (c) If the grievance proceeds to mediation the Parties must agree on a Mediator within a further five (5) days. The mediator shall meet with the Parties within five (5) days of selection to:
 - (i) investigate the dispute;
 - (ii) define the issue(s) in dispute; and
 - (iii) make written recommendations to resolve the dispute.
- During the proceedings, the Parties shall fully disclose all materials and information relating to the issue(s) in dispute. The proceedings shall be conducted with a view to settling the dispute and as such, are privileged.
- (d) If the mediation is unsuccessful, the grievance may proceed to Arbitration.
 - (e) The fee and expenses of the Mediator shall be borne equally by the Parties to the dispute.

37.07 Arbitration

- (a) Either Party wishing to submit a grievance as defined in 37.01 to Arbitration shall, within ten (10) days of the receipt of the decision at Step III of the grievance procedure, notify the other Party in writing of its intention to do so and discuss with the other Party which approach, a Board of Arbitration or a single Arbitrator it wishes to propose. Should it chose a Board of Arbitration it shall name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of the single Arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in 37.06 (a) above, the Party receiving such notice shall:
 - (i) inform the other Party of the name of its appointee to an Arbitration Board; or
 - (ii) arrange to meet with the other Party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where appointees to a Board have been named by the Parties, they shall within seven (7) days endeavour to select a mutually acceptable Chairman for the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the Labour Relations Code.

- (d) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the Parties within twenty-one (21) days and hear such evidence as the Parties may desire to present; assure a full fair hearing, and shall render the decision, in writing to the Parties within fourteen (14) days after the completion of the hearing.
- (e) In the case of an Arbitration Board, the Chairman shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered shall be final and binding on both Parties. The decision of the single Arbitrator shall be final and binding on the Parties.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- (g) Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two Parties to the dispute.
- (h) Any of the time limits herein contained in Arbitration proceeding may be extended if mutually agreed to in writing by the Parties.

ARTICLE 38

Transportation

38.01 Where a Regular Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed at the rate of forty-one cents (\$0.41) per kilometre or the rate stipulated in Bethany Care Society's Policy, whichever is greater.

ARTICLE 39

Registration Fees

39.01 A Licensed Practical Nurse who is in a point four Full-time equivalent (.40 FTE) position or greater as of December 1, in each calendar year and has active registration with the College of Licensed Practical Nurses of Alberta (CLPNA) at the beginning of the next calendar year shall receive one hundred dollars (\$100.00) reimbursement for his/her CLPNA registration.

**SALARY SCHEDULES
BETHANY COCHRANE ANC**

Pay Grade 1

Uncertified Health Care Aide/Personal Care Attendant

Effective Date	Step 1
July 1, 2009	16.19
July 1, 2010	16.92

Pay Grade 2

Certified Health Care Aide/Personal Care Attendant (with recognized certification)

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
July 1, 2009	16.35	17.22	17.78	18.40	18.95	19.90	20.50
July 1, 2010	17.09	17.99	18.58	19.23	19.80	20.80	21.42

Pay Grade 3

Licensed Practical Nurse

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
July 1, 2009	21.72	22.73	23.81	24.57	27.11	28.44
July 1, 2010	22.70	23.75	24.88	25.67	28.33	29.72

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ON BEHALF OF THE EMPLOYER

**ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES**

Marilyn Malcolm,
Manager, Employee & Labour Relations

Guy Smith
President AUPE

DATE: _____

DATE: _____

WITNESS

WITNESS

**LETTER OF UNDERSTANDING
BETWEEN
BETHANY CARE SOCIETY
BETHANY CARE CENTRE - COCHRANE
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES,
Local 048 Chapter 002**

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

A Regular Employee who leaves the employ of Bethany Care Society (Bethany Cochrane) in good standing between July 1, 2009 and the date of ratification, shall receive retroactive pay, providing the Employer receives written application within thirty (30) days of ratification between the Parties.

This Letter of Understanding expires on June 30, 2011.

ON BEHALF OF THE EMPLOYER

**ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES**

Marilyn Malcolm,
Manager, Employee & Labour Relations

Guy Smith
President AUPE

DATE: _____

DATE: _____

**LETTER OF UNDERSTANDING
BETWEEN
BETHANY CARE SOCIETY
BETHANY CARE CENTRE - COCHRANE
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES,
Local 048 Chapter 002**

RE: SEVERANCE

1. Severance will be offered as a result of organizational changes that result in the permanent reduction in the number of Regular Employees in the Bargaining Unit.
2. Severance will not be offered under the following conditions:
 - (a) when an Employee voluntarily accepts layoff and recall; and/or
 - (b) when a layoff results from an Act of God, fire or flood; and/or
 - (c) when an Employee has been terminated for just cause or has resigned or retired; and/or
 - (d) when an Employee's status is other than permanent Full-Time employment or permanent Part-Time employment.
3. The Employer will offer the following severance to eligible Regular Employees, as defined in Item 4 of this Letter of Understanding:
 - (a) A Regular Full-Time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay at their Basic Rate of Pay for each full year of continuous employment to a maximum of thirty-five (35) weeks pay.
 - (b) A Regular Part-Time Employee shall be eligible for severance pay in the amount of two (2) weeks regular pay at seventy-seven point five (77.5) hours for each full period of two thousand and twenty-two point seven five (2,022.75) hours worked at the Basic Rate of Pay to a maximum of thirty-five (35) weeks pay.
 - (c) For the purposes of Point 3 (a) and (b) above, Basic Rate of Pay means basic rate of pay exclusive of overtime payments and premium payments.
 - (d) For purposes of severance, continuous employment will be calculated from the last day of hire recognized with the Employee's current Employer and shall exclude all absences in excess of thirty (30) days.

4. A Regular Employee who has received layoff notice in accordance with Article 32 and for whom no alternate vacant position is available and he/she does not have the right to displace an Employee with less seniority, shall have the option to select either of:
 - (a) Layoff with recall rights as specified in Article 32 of the Collective Agreement; or
 - (b) Severance in accordance with this Letter of Understanding.
5. A Regular Employee who accepts severance pay as described above shall have terminated his/her employment, with no further rights to recall.
6. A Regular Employee who receives notice of layoff shall have fourteen (14) calendar days from the date of notice of layoff is issued to advise the Employer, in writing, that the Employee wishes to take the severance offered by the Employer. Any Employee who does not advise the Employer, in writing of the Employee's decision to accept severance shall be deemed to have selected layoff in accordance with Article 32 of this Collective Agreement.
7.
 - (a) Employees who select severance will not be eligible for rehire by any Employer who is a Party to a Collective Agreement containing severance provisions for the period of the severance (which for the purpose of clarity means the period of time equal to the number of weeks of severance paid to the Employee).
 - (b) The Employee may be considered for hire by an Employer referred to in (a) provided they repay the Employer from whom severance was received, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.
8. Severance pay provided under this Letter of Understanding shall be deemed to be inclusive of any and all legislative requirements for termination notice.

This Letter of Understanding shall apply over a period of time beginning the date on which the Parties exchange notice of ratification for this Collective Agreement and ending June 30, 2011 or upon the date of ratification for the next Collective Agreement, whichever is later.

Marilyn Malcolm,
 Manager, Employee & Labour Relations

Guy Smith
 President AUPE

DATE: _____

DATE: _____

**LETTER OF UNDERSTANDING
BETWEEN
BETHANY CARE SOCIETY
BETHANY CARE CENTRE - COCHRANE
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES,
Local 048 Chapter 002**

RE: FLEXIBLE HEALTH SPENDING ACCOUNT (QUALITY OF LIFE ACCOUNT)

The Parties agree as follows:

Effective January 28, 2010, (date of ratification) a flexible Health Spending Account (Quality of Life Account) shall be implemented for all Employees eligible for benefits in accordance with Article 24.

Commencing at ratification, a sum of five hundred dollars (\$500.00) per each regular full-time Employee shall be allocated by the Employer to a flexible Health Spending Account (Quality of Life Account) for each eligible Employee effective January 1 of each calendar year.

This flexible Health Spending Account (Quality of Life Account) shall be provided to regular part-time Employees on a pro-rated basis, based on their FTE (full-time equivalent) as of December 15 of the previous calendar year.

Any unused allocation in an Employee's flexible Health Spending Account (Quality of Life Account) as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.

The flexible Health Spending Account (Quality of Life Account) may be utilized by the Employee for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 24.

The flexible Health Spending Account (Quality of Life Account) shall be implemented and administered in accordance with the *Income Tax Act* and applicable regulations in effect at the time of implementation and during the course of operation of the flexible Health Spending Account (Quality of Life Account).

Marilyn Malcolm,
Manager, Employee & Labour Relations

Guy Smith
President AUPE

DATE: _____

DATE: _____