

## **COLLECTIVE AGREEMENT**

**between**

**NEWPORT HARBOUR CARE CENTRE LTD.**

**and the**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**on behalf of**

**LOCAL 048 CHAPTER 014**

**April 1, 2015 – March 31, 2018**

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### PREAMBLE

Agreeing that the primary purpose of the Employer is to provide efficient and high quality resident care.

It is the intent of the Parties to:

- (i) Ensure the provision of the best possible service and quality resident care;
- (ii) Protect the interest of resident, Employees and the Employer;
- (iii) Maintain harmonious relations between the Employer and the Union;
- (iv) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

## ARTICLE 1

### TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from and after the date upon which the Union and Newport Harbour Care Centre exchange notice of ratification by their principals of the terms of this Collective Agreement, up to and including March 31, 2018 and from year-to-year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given, in writing, by either Party to the other Party not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration 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.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Collective Agreement, the remaining provisions shall remain in effect for the term of the Collective Agreement.
- 1.04 The Union shall not permit or encourage any strike, slowdown or stoppage of work during this agreement and while negotiations, including mediation, for a renewal agreement are taking place. The Employer shall not permit a lockout during this agreement and while negotiations, including mediation, for a renewal agreement are taking place.

## ARTICLE 2

### DEFINITIONS

- 2.01 "Code" means Labour Relations Code, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the appropriate section of the Code dealing with the resolution of a dispute or difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Basic Rate of Pay" shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the term of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Continuous Employment" shall mean the period of uninterrupted employment within the Bargaining Unit.
- 2.06 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall be determined in accordance with the following:

- (a) "Regular Employee" is one who works on a full-time or part-time basis on regularly scheduled shifts of continuing nature.
  - (i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
  - (ii) "Part-time Employee" is one who is regularly scheduled for less than the regular hours specified in the "Hours of Work" Article of this Collective Agreement.
- (b) "Casual Employee" is one who:
  - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
  - (ii) relieves for absences the duration of which is three (3) months or less; or
  - (iii) works on a call in basis and is not regularly scheduled.
- (c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
  - (i) for a specific job of more than three (3) months but less than 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.

- 2.07 "Employer" shall mean and include such officers as may from time to time be appointed, or designated to carry out administrative duties in respect of the operation and management of the Newport Harbour Care Centre.
- 2.08 "Facility" means the care facility named as "Employer" in this Collective Agreement.
- 2.09 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
  - (a) "Shift Cycle" means the period of time when the shift schedule repeats itself. Where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding four (4) weeks.
  - (b) "Shift Pattern" means days and/or evenings and/or night shifts.
- 2.10 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.11 "Local" means the Local of AUPE.

- 2.12 "Week" or "Block of Day Shifts" means a period of seven (7) successive days beginning with Sunday.
- 2.13 "Shall" shall be interpreted to be mandatory rather than directory.
- 2.14 "Bargaining Unit" shall mean the unit of employees as described on the Labour Relations Board Certificate.
- 2.15 "Position" shall mean:
- (a) the Employee status
  - (b) the classification
  - (c) Full-time equivalency (FTE).
- 2.16 "Status" shall mean either full-time or part-time or temporary or casual as defined above.
- 2.17 "Classification" shall mean job title and pay scale established for the job title.
- 2.18 "FTE" shall mean the ratio of the scheduled bi-weekly hours for the position held by the employee to the normal full-time bi-weekly hours defined at Article 14 - Hours of Work in this agreement.
- 2.19 "Parties" shall mean AUPE and the Newport Harbour Care Centre.

### ARTICLE 3

#### RECOGNITION

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

## ARTICLE 4

### UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 Employees shall be permitted to wear a lapel size pin representative of their Union during all hours of employment.
- 4.02 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it and will inform all employees of the contractual relationship between the Employer and the Union.
- 4.03 Consistent with the payroll system of the Employer, the Union will advise the Employer of the monthly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15th) of the month following. The remittance shall be accompanied by a listing of Employee names, addresses, work location, classification, status, gross pay and the amount of the deduction from each employee. Such lists shall indicate newly hired Employees, terminated Employees and Employees on long term absence.
- 4.04 Where the Employer's management information system permits and where the Employer agrees, the remittance of Union dues shall be by direct deposit to the Union's bank account.
- 4.05 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days' notice to the Employer and the Employees of any change in the rate at which dues are to be deducted. Any change in the amount of deduction shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 4.06 The Employer shall indicate the dues deducted and enter the amount on the T-4 slip supplied to the Employee.

## ARTICLE 5

### MANAGEMENT RIGHTS

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



- (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (c) hire, promote, transfer, layoff and recall Employees;
- (d) demote, discipline, suspend or discharge for just cause.

## ARTICLE 6

### NO DISCRIMINATION/HARASSMENT

#### 6.01 Discrimination

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

#### 6.02 Harassment

There shall be no unwelcome physical or verbal conduct by either party that demeans, belittles, or causes personal humiliation or embarrassment. Normal disciplinary measures shall not constitute harassment.

#### 6.03 Sexual Harassment

There shall be no verbal or physical conduct of a sexual nature by either party.

#### 6.04 The Employer shall have a Harassment Policy available to all Employees.

## ARTICLE 7

### PROBATION

7.01 An Employee shall serve a single probationary period of four hundred and fifty (450) hours worked exclusive of overtime hours worked, for each period of continuous employment not interrupted by termination or dismissal. In the case of Part-time or Casual employees who upon completion of six (6) calendar months employment and who have not completed four hundred and fifty (450) hours, their probationary period, shall be deemed to have been completed. The probationary period may be extended, in consultation with the Union for a period up to an additional four hundred and fifty (450) hours worked, however, in no event will the total probation period exceed nine hundred (900) hours, exclusive of overtime hours worked.

7.02 On or before the expiry date of an Employee's probationary period the Employer will notify her in writing that:

- (a) She will receive a permanent appointment; or
  - (b) She will be terminated and such termination shall not be the subject to the grievance procedure.
- 7.03 During the probationary period the Employer will meet with the Employee to review her progress to date, including any areas that may require improvement. If the probationary Employee believes her review is unfair, she may request and shall be granted a further meeting with the Employer.
- 7.04 Employer shall provide a paid orientation period for all new employees. The orientation period shall not be less than three (3) working days for auxiliary nursing staff and not less than two (2) working days for general support. During the orientation period new employees shall be above the normal staff complement. Where in the opinion of the Employer it is necessary, additional orientation requested by an Employee will not be unreasonably denied.
- 7.05 Employees who terminate their employment and are rehired within six (6) months shall not serve a probationary period.
- 7.06 During the Probationary Period, an employee shall accrue sick leave and vacation entitlement benefits but shall not be entitled to use such benefits until the successful conclusion of the probationary period.

## ARTICLE 8

### SENIORITY

8.01 Regular Employee's

A Regular Employee's Seniority Date shall be the date on which a Regular Employee's continuous service in the Centre's employ commenced within the bargaining unit, including all prior periods of service as a Casual, Temporary or Regular Employee contiguous to present regular employment.

Casual Employee's

Seniority for a casual employee is defined as the total number of hours worked by the employee at the worksite.

8.02 Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Clause 8.01.

8.03 Seniority shall be considered in determining:

- (a) preference of vacation time in Article 23 Annual Vacation;
- (b) layoffs and recalls, subject to the provisions specified in Article 21: Layoff, Recall and Severance;
- (c) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 10: Appointments, Transfers and Promotions;

- (d) the selection of available rotations by Employees on a unit affected by a new master rotation that does not change an Employee's full time equivalency (FTE).

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

- (a) when the employment relationship is terminated by either the Employer or the 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 Clause 21.05.
- (d) when an Employee has been absent for two (2) consecutive working day without having notified the Employer, unless a reason satisfactory to the Employer is given;
- (e) fails to report to work on the first day following the expiration of a Leave of Absence unless there is a justified reason.

8.05 Within three (3) months of the signing date of this Collective Agreement the Employer will provide to the designated Union representative, a seniority list containing the name and seniority date of each Regular Employee and Casual Employee in the bargaining unit in chronological order. The designated Union representative shall be responsible for the posting of the seniority list. The seniority list will be updated by the Employer and provided to the designated Union representative not less frequently than every six (6) months thereafter.

8.06 The Union shall have thirty (30) calendar days in which to take issue with the seniority list, otherwise the seniority list will be deemed to be correct. Should a difference arise regarding an Employee's seniority, the Employer will provide the Union with the information necessary to establish accurate seniority.

## ARTICLE 9

### UNION REPRESENTATION

9.01 The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave his job for this purpose, he will request time off from his immediate supervisor and provide him with as much advance notice as possible.

Arrangements will be made by the supervisor to permit the Union Steward to leave his job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the supervisor or authorized alternate, which approval shall not be unreasonably withheld.

- 9.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 9.03 A list of Union Stewards shall be supplied by the Union to the Site Manager. The Site Manager shall be advised in writing of any change to the list. The list shall be updated by the Union annually.
- 9.04 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer and when processing a grievance.
- 9.05 Union Representatives Leave
- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union including Negotiations, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible. Two (2) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.
  - (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
  - (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave (including differentials and premiums as applicable) plus an amount determined by the Employer to cover the cost of benefits.
  - (d) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
  - (e) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.
- 9.06 The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees.

## ARTICLE 10

### APPOINTMENTS, VACANCIES AND PROMOTIONS

- 10.01 When a new position is created or when a vacancy occurs in any classification (Permanent or Temporary in excess of four (4) weeks) covered by this Collective Agreement:
- The Employer shall post notices of all vacancies not less than seven (7) calendar days in advance of filling the vacancy.
- The posting shall contain the following information:
- (a) qualifications and/or competencies as required;
  - (b) employment status (Regular, Temporary, Casual);
  - (c) classification and full-time equivalency [FTE];
  - (d) range of rate of pay;
  - (e) if temporary, the anticipated duration of such position.
- Also, for information purposes only, a notice of vacancy shall specify the number of hours per shift, shift pattern and the shift cycle.
- All applications for job postings shall be made in writing to the contact person designated on the posting.
- 10.02 A copy of all job postings shall be forwarded to the Union. When the posting process is completed and the position is awarded, notice of the award will be posted within five (5) working days of the decision with a copy to the Union.
- 10.03
- (a) When filling vacancies, the determining factors shall be, job related skills, training, knowledge, ability and experience. Where all things are considered equal by the Employer seniority shall be the determining factor.
  - (b) For vacancies within the bargaining unit the Employer shall give first consideration to applicants who are members of the bargaining unit before considering applicants from outside the bargaining unit.
- 10.04 A regular Employee who applies for and is successful on a temporary posting shall maintain her status as a regular Employee. A casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a temporary Employee. At the completion of the temporary term, the regular Employee shall return to her former position. At the completion of her temporary term, the casual Employee shall resume the normal terms and conditions of employment applicable to a casual Employee.
- 10.05 The employee selected to fill a vacant position will serve a trial period of one hundred and fifty hours (150) hours worked or one month whichever is first. At the end of this period, or earlier at the request of the employee, the Employer may transfer the employee back to her former position if the Employer feels that the employee is not suitable for the new job. The employee, in like manner, may wish to return to her former position if she feels she is not suitable for the job. In either case, the employee will return to her former position without impunity.

Other Employees who were transferred or promoted because of the aforementioned described changes shall also transfer back.

- 10.06 The Union and the Employer recognize return to work programs are part of a continuum of injury prevention and rehabilitation. The Union and Employer agree to waive the posting provision in this Article to accommodate return to work programs.

## ARTICLE 11

### GRIEVANCE PROCEDURE

#### 11.01 Grievance Definitions

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 11.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Article 11.05 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, within fifteen (15) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration. Notwithstanding Article 11.01(a), (b) and (c) and Article 11.05 the parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

#### 11.02 Authorized Representatives

An Employee may be assisted and represented by a Union Representative when presenting a grievance.

The Employer agrees that the Union Representative 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 Union Representative shall not suffer any loss of pay for time spent in the performance of her duties involving a grievance provided that the representative does not leave the Employer's premises.

11.03

Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of AUPE with copies delivered to the Chairperson of the chapter and the Union Representative.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Site Manager or her designated alternate.
- (c) The hearing of grievances at any stage of the grievance procedure will be scheduled in advance to ensure all parties are available to attend at a mutually convenient time.

11.04

Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 22.
- (b) Should the Employee or the Union fail to comply with any time limit in this Article, the grievance shall be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (c) Should the Employer fail to comply with any time limits in this Article, 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.
- (d) During any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- (e) A suspension or dismissal grievance shall commence at Step II.

11.05

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

### Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee may discuss the matter with her Immediate Supervisor or designate, who is not within the scope of this Collective Agreement with a view to resolving it within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. If the dispute is not resolved satisfactorily, it may then be advanced to Step 2.

### Step 2

A grievance shall be submitted, in writing, to the Site Manager or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. The Site Manager or designate shall meet with the grievor and Union Representative within ten (10) days of receiving the grievance and shall render a written decision within ten (10) days of the grievance meeting, with a copy to the Union.

### Step 3

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

### Mediation

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

Each of the Parties to this Collective Agreement shall bear the expenses of the Mediator equally.

### Step 4 - Arbitration

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

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

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



- (a) inform the other Party of the name of its appointee to an Arbitration Board, or
- (b) arrange to meet with the other Party in an effort to select a single arbitrator. Where agreement cannot be reached on the principle and/or selection of a single arbitrator, an Arbitration Board shall be established.

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

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

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

The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.

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

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

## ARTICLE 12

### DISCIPLINE AND DISMISSAL

- 12.01 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to, and including, immediate dismissal.
- 12.02 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall result in a verbally communicated warning to the Employee. The Employee shall be advised that further infractions of a similar nature will result in further disciplinary action.
- 12.03 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal shall 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 written warnings shall be forwarded to the Union within five (5) days of issuance.

- 12.04 Employee's shall be informed by the Employer that they are being investigated with respect to an incident that may result in discipline and that they have the right to have a Union representative present if they so choose.
- 12.05 Following an investigation of an incident, and where the Employer has a significant reason to believe that an Employee(s) may be responsible, and that their actions may lead to discipline, the Employee may be accompanied by a Union representative in subsequent meetings.
- 12.06 The Employee shall sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice. If an Employee refuses to sign the written notice of discipline it will be placed on the personnel file unsigned. Where circumstances permit, an Employee may be accompanied by a representative of the Union during the disciplinary discussion. When in attendance at a disciplinary discussion a Union representative shall initial and date any disciplinary document presented for the sole purpose on indicating awareness of the document.
- 12.07 When an Employee has grieved a disciplinary action and the Employer has either allowed the grievance or reduced the penalty levied against the grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 12.08 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.
- 12.09 An Employee absent for two (2) consecutive working days without notifying the Employer shall be considered to have terminated her employment unless the Employee subsequently provides documentation and/or validation of the absence acceptable to the Employer.
- 12.10 Nothing in this Article prevents immediate suspension or dismissal for just cause.

### ARTICLE 13

#### PERFORMANCE REVIEWS

- 13.01 The Parties recognize the desirability of a performance review system designed to effectively utilize and develop the Employees of the Centre. The purpose of the performance review is to constructively evaluate the Employee's performance during the review period. The Employer will complete performances reviews a minimum of every two (2) years.

- 13.02 An Employee's performance review interview shall be scheduled by the Employer with reasonable advance notice. Performance reviews are a collaborative process to provide opportunities for constructive feedback, coaching, mentoring and clearly defining expectations. At the interview the Employee shall be given a copy of her performance review document. The Employee shall have an opportunity to sign her performance review indicating her agreement or disagreement with the performance review and shall have the opportunity to provide feedback in writing on the document form. The Employee shall have a further seven (7) days from the date of the interview to respond in writing and that reply shall be placed in her personnel file.
- 13.03 An Employee's performance review 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.
- 13.04 The Employer's representative who conducts the performance reviews shall be in a position outside the bargaining unit.

#### ARTICLE 14

##### HOURS OF WORK

- 14.01 (a) Regular hours of work, for all Employees except LPNs, exclusive of meal periods shall be:
- (i) seven and one half (7 1/2) consecutive hours per day, and
  - (ii) thirty seven and one half (37 1/2) hours per week, averaged over one (1) complete cycle of the shift schedule.
- (b) Regular hours of work for LPNs exclusive of meal periods shall be:
- (i) seven point seven five (7.75) consecutive hours per day, and
  - (ii) thirty eight point seven five (38.75) hours per week, averaged over one (1) complete cycle of the shift schedule.
- 14.02 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 and one half (7 1/2) hours or seven point seven five (7.75) hours for LPNs or the alternative to be applied shall be at the discretion of the Employer; or
    - (ii) one meal period of thirty (30) minutes during each full working shift of seven and one half (7 1/2) hours or seven point seven five (7.75) hours for LPNs if this is more compatible with the scheduling of work assignments.
  - (b) include as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each working day on which the Employee works in excess four (4) hours;

- (c) include a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of five (5) hours;
- 14.03 Subject to Article 14.11, 14.12, shift schedules shall be posted four (4) weeks in advance or such shorter period as is mutually agreed between the Employer and the local Chapter Chair of the Union. The Employer shall allow a local chapter representative of the Union to reproduce a copy of the posted shift schedule.
- 14.04 Except in cases of emergency or by mutual agreement between the Employee and the Employer, shifts scheduled shall provide for:
  - (a) at least fifteen and one half (15 1/2) hours off duty between shifts;
  - (b) Employees shall have two (2) weekends in four (4) off.
  - (c) Employees shall not be scheduled to work more than six (6) consecutive shifts.
- 14.05 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 (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of the hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 14.06 The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 14.04.
- 14.07
  - (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 request is made in writing, the Employer shall also reply in writing.
  - (c) Such exchanges shall be recorded on the shift schedule.
  - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 14.08 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 four (4) hours pay at her basic rate of pay.
- 14.09 A regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as may be mutually agreed between the Employer and the Employee.

- 14.10 Except when application of this Article is waived by mutual agreement between the Employer and the Employee, where an Employee's scheduled days off are changed without seven (7) calendar days notice, the Employee shall be paid at one and one half (1 1/2) times for all hours worked on what would otherwise have been her off duty days.
- 14.11 Except when application of the Article is waived by mutual agreement between the Employer and the Employee, 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 one and one half (1 1/2) times her basic rate of pay for all hours worked during the first (1<sup>st</sup>) shift of the changed schedule, unless seven (7) calendar days notice is given.
- 14.12 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 for said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be affected in the appropriate deduction in regular earnings.
- 14.13 **Additional Shifts**  
Part-Time and Casual Employees who have indicated their availability in writing to work additional shifts, shall be called for additional shifts in order of seniority within their Employee grouping. Part-Time Employees shall be given first opportunity when additional shifts are available. Employees who have indicated their availability will be contacted by telephone at all numbers provided by the Employee. If there is no response, the Employer will move on to the next name on the list to offer the shift. It is understood Employees who are scheduled seventy-five (75) hours in a two-week period are not eligible for additional call-in hours, except in case of an emergency when overtime will apply.
- 14.14 Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union.

## ARTICLE 15

### OVERTIME

- 15.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point five (7.5) hours per day or on the scheduled days of rest for Full-Time Employees. The Employer shall provide on each 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.
- 15.02 Overtime shall be paid at the rate of one point five times (1.5X) the applicable basic rate of pay for the first two (2) hours worked and at two times (2X) the applicable basic rate of pay for hours worked in excess of two (2) hours.

- 15.03 In the event an Employee works a minimum four (4) hours overtime following completion of her regular shift, the Employee shall be provided with access to a meal during the overtime period at no cost to the Employee.
- 15.04 An Employee shall have the option of banking equivalent time off in lieu of pay. Banked time off will be taken at a mutually agreeable time between the Employee and the Employer.

## ARTICLE 16

### SHIFT DIFFERENTIAL

#### Evening Shift Differential

- 16.01 An evening shift differential of two dollars and seventy-five cents (\$2.75) per hour shall be paid to Employees for all hours worked between fifteen hundred (1500) hours to twenty-three hundred (2300) hours.

#### Night Shift Differential

- 16.02 A night shift differential of four dollars (\$4.00) per hour shall be paid to Employees for all hours worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.
- 16.03 Shift differential payments shall not be considered as part of the Employee's basic rate of pay.
- 16.05 An Employee shall receive both shift differential and weekend premiums in addition to basic rate of pay and overtime pay.

## ARTICLE 17

### WEEKEND PREMIUM

- 17.01 A weekend premium of two dollars and twenty-five cents (\$2.75) per hour shall be paid to Employees for all hours worked between fifteen hundred (1500) hours on a Friday to zero seven hundred hours (0700) hours on Monday.
- 17.02 Weekend premium shall not be considered as part of the Employee's basic rate of pay
- 17.03 An Employee shall receive both shift differential and weekend premiums in addition to basic rate of pay and overtime pay.

## ARTICLE 18

### SALARIES

- 18.01 The basic rate of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 18.02 Wage rates are effective on the dates specified in the Wage Schedule.

- 18.03 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:
- (a) the completion of the probationary period of four hundred and fifty (450) hours.
- Upon completion of 18.03 (a) the following shall apply:
- (a) in the case of a Full-time Employee, one thousand nine hundred and fifty (1950) hours paid, exclusive of all overtime hours; or
  - (b) Part-time and Casual Employees shall be entitled to an increment on the completion of one thousand nine hundred and fifty (1950) hours paid.
- 18.04 Retroactivity
- Retroactive pay will be the difference between Step rates in the Wage Schedule and the rates paid to Employees by the Employer for the equivalent Step in the periods specified in the Schedule.
- 18.05
- (a) For the purpose of establishing the basic rate of pay on hire, the Employer shall recognize previous experience satisfactory to the Employer provided that not more than two (2) years have elapsed since such experience was obtained.
  - (b) Previous experience will be recognized in complete yearly units of one thousand nine hundred and fifty (1950) hours.
- 18.06 Employees who terminated employment from the Employer and then are re-employed will be placed at the same increment on the salary scale upon re-employment provided that:
- (a) they are re-employed into exactly that same classification that they held prior to termination;
  - (b) that their re-employment is within two (2) years of their prior termination.
- 18.07 When an Employee voluntarily transfers to a classification with a lower rate of pay her salary shall be adjusted immediately to the basic rate she would have been entitled to had she been on the lower rated classification from commencement of employment.
- 18.08 Employees required by the Employer to attend mandatory staff meetings, shall be paid at the applicable rate of pay for attendance at such meetings.
- 18.09 Employees who are assigned to work in more than one (1) classification shall be paid at the appropriate hourly rate for all hours worked in each classification
- 18.10 There shall be no pyramiding of differentials, premiums, and bonuses for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.
- 18.11 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.

## ARTICLE 19

### PERSONNEL FILES

- 19.01 By appointment made at least seven (7) working day in advance, an Employee may view her personnel file in the administration offices once each year or when the Employee has filed a grievance. An Employee shall be accompanied by an Employer designate and may be accompanied by a Union representative when viewing her personnel file.
- 19.02 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.
- 19.03 In the case of a grievance, the fee prescribed shall be waived where the Employee requests a copy of material related to the grievance.

## ARTICLE 20

### CLASSIFICATION

- 20.01 Job Description
- An Employee may request from the Employer a copy of the job description for her position. All new Employees will be provided with a copy of their job description in their hire package.
- 20.02 New Classification
- Should the Employer introduce a new classification in the bargaining unit, the Employer and the Union shall, within twenty-eight (28) calendar days of the introduction of the new classification, negotiate a wage rate. Should an agreement not be negotiated in this period, the wage rate proposed by the Employer shall be implemented and if the rate of pay is unacceptable to the Union, the Union shall have fourteen (14) days from the date of implementation to refer the matter in writing to arbitration in accordance with Article 11 of the Collective Agreement.
- 20.03 Change to existing Classifications
- (a) Where the primary function or qualifications of a position in any classification covered by this Collective Agreement are significantly altered the Employee and the Union shall receive twenty eight (28) calendar days notice.
  - (b) Where the Employer increases the qualifications of a position or classification, the Employer shall provide the incumbent(s) with a reasonable period of time to obtain the required qualifications.



## ARTICLE 21

### LAYOFF, RECALL AND SEVERANCE

- 21.01 It is the exclusive right of the Employer to:
- (a) establish, and vary from time to time, the job classifications and the number of Employees, if any, to be employed in any classification, or in any work place of the facility;
  - (b) and assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.
- 21.02 Notice of Layoff
- (a) Where, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the work force or reduction in regularly scheduled hours of work of a regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee in writing at least fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days notice shall not apply where layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer.
  - (b) Where the layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer, the fourteen (14) calendar days notice is not required.
  - (c) Employees will be laid off in reverse order of seniority provided that the remaining Employees have the skills, training, knowledge and ability to perform the work.
- 21.03 Application
- In this provision, classification means all classifications and status means Full-time or Part-time.
- (a) In the event of a reduction in the workforce, a displaced Regular Employee may displace a less senior Regular Employee in the same classification within the same status.
  - (b) When a displaced Regular Employee is unable to displace someone with the same classification and status, such displaced Employee may displace a less senior Employee in the same classification with a different status.
  - (c) When an Employee is on an approved leave of absence, or Workers' Compensation Benefits, or Long Term Disability Insurance Benefits, the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

21.04 Employee Benefit Coverage During Layoff

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

21.05 Recall

- (a) Employees will be recalled in reverse order of layoff provided that the remaining Employees have the skills, training, knowledge and ability to perform the work.
- (b) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of the same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.
- (c) No new Regular Employees will be hired where there are other Employees within the same classification who are on layoff except where employees on layoff have declined offered placement.
- (d) Any recall shall not result in increase to FTE.

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

21.07 Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twelve (12) month period shall be suspended during her temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) month recall period.

21.08 Casual Shifts

- (a) Regular Employees who have been reduced in regular hours of work through the application of Article 21, and Employees on layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts (i.e. work opportunities of three (3) months or less).
- (b) Casual shifts shall be offered to Employees by seniority provided that the Employees have the skills, training, knowledge and ability to perform the work and have indicated their availability in writing to the Employer.

- (c) Regular Employees who have been reduced in regular hours shall be given first opportunity to casual shifts up to their pre reduction full time equivalence. First opportunity to pick up casual shifts will cease at the end of the recall period.

21.09

Severance

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

Service between 3 months to 1 year	–	1 weeks notice or pay in lieu
Service between 2 years to 4 years	–	2 weeks notice or pay in lieu
Service between 4 years to 6 years	–	4 weeks notice or pay in lieu
Service between 6 years to 8 years	–	5 weeks notice or pay in lieu
Service between 8 years to 10 years	–	6 weeks notice or pay in lieu
Service between 10 years and beyond	–	8 weeks notice or pay in lieu

ARTICLE 22

PAID HOLIDAYS

22.01

- (a) The following are considered Paid Holidays:

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

and all general holidays proclaimed by the municipality or the Government of Alberta or Canada.

22.02

To qualify for a paid holiday with pay a Regular Employee must:

- (a) work his 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. In the event of an illness the Employer will require a medical certificate; or
- (b) work on the paid holiday when scheduled or required to do so.

22.03

- (a) A Regular Employee obliged in the course of duty to work on a Paid Holiday shall be paid for all hours worked on the Paid Holiday at one and one-half times (1 1/2X) his Basic Rate of Pay plus:
- (i) one (1) regular day's pay; or,

- (ii) a mutually agreeable day off with pay within thirty (30) calendar days either before or after the holiday; or,
  - (iii) by mutual agreement, a day added to his next annual vacation;
- 22.04 Should a Paid Holiday fall during a Regular Employee's vacation period, he shall be allowed an extra day for such Paid Holiday. Should it not be possible for the Employee to take such extra day in connection with his vacation, he shall be allowed the extra day within thirty (30) calendar days of return to duty. Failing this the Employee shall be given one (1) day's pay at his Basic Rate of Pay.
- 22.05 When a Paid Holiday falls on a day that would otherwise be a Regular Employee's regularly scheduled day off, the Employee shall receive an alternate day off. Where such alternate day off cannot be arranged by mutual agreement within thirty(30) calendar days of the Paid Holiday, the Employee shall receive one (1) day's pay at his Basic Rate of Pay in lieu of the paid holiday.
- 22.06 No payment shall be made for any Paid Holiday occurring during a layoff or unpaid leave of absence of eight (8) calendar days or more.

## ARTICLE 23

### ANNUAL VACATION

- 23.01 Definition:  
For the purpose of this Article:
  - (a) "Vacation" means annual vacation with pay.
  - (b) "Vacation Year" means the twelve (12) month period commencing on the first day of January in each calendar year and concluding on the last day of December of the same calendar year.
  - (c) Full-Time Employees will commence earning vacation entitlement upon the date of commencement of employment.
- 23.02 Vacation Entitlement for Full-time Employees  
During each year of continuous service in the employ of the Employer, a Full-time Employee shall earn entitlement to a vacation. The rate of earning entitlement shall be as follows:
  - (a) during each of the first (1<sup>st</sup>) and second (2<sup>nd</sup>) years of continuous Full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of 75 hours;
  - (b) during each of the third (3<sup>rd</sup>) to five (5<sup>th</sup>) years of continuous Full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of 112.5 hours;
  - (c) during each of the sixth (6<sup>th</sup>) to fourteenth (14<sup>th</sup>) years of continuous Full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of 150 hours;

- (d) during the fifteenth (15<sup>th</sup>) and each subsequent year of continuous Full-time employment, an Employee shall earn entitlement to vacation calculated on a basis of 187.5 hours.

23.03

Cessation of Vacation Accrual

- (a) There shall be no accrual of vacation pay or time entitlements during:
  - (i) layoff; or
  - (ii) a leave of absence without pay which is in excess of thirty (30) consecutive calendar days; or
  - (iii) an absence while in receipt of disability insurance or Workers' Compensation Benefits which is in excess of thirty (30) consecutive calendar days.

23.04

Time of Vacation

- (a) The Employer shall post the vacation schedule planner by February 1<sup>st</sup> of each year. Where an Employee submits a vacation preference by April 1<sup>st</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request by April 15<sup>th</sup> of that year.
- (b) Where Employees have submitted their requests for vacation within the time-frame of February 1<sup>st</sup> to April 1<sup>st</sup> stipulated in Article 23.04 (a), vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation, which are submitted after April 1<sup>st</sup> shall be dealt with on a first-come, first-serve basis. When an Employee submits a request in writing after April 1<sup>st</sup> for vacation, the Employer shall indicate approval or disapproval in writing within fourteen (14) days of the request for vacation.
- (c) Requests to use vacation 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.
- (d) Where mutually agreed between the Employer and the Employee, a Regular Employee shall be entitled to an unbroken period of vacation equal to one year's vacation accrual.
- (e) Vacation time off commences on the first (1<sup>st</sup>) regularly scheduled work day away on vacation leave and ends on the first (1<sup>st</sup>) regularly scheduled work day back from vacation leave.
- (f) Employees shall be permitted to maintain a level of vacation entitlement equal to one year's vacation entitlement plus an additional five (5) days (37.5 hours) unless otherwise mutually agreed.
- (g) Vacation may be paid out when mutually agreed between Employee and Employer.

23.05 Working While On Vacation

When an Employee is required to work during his vacation, the Employee shall receive pay at two times (2X). Hours worked while on vacation shall not be deducted from the Employee's vacation credits.

23.06 Sick While On Vacation

Should a Regular Employee provide medical documentation to the satisfaction of the Employer that he/she was ill and required a defined course of medical treatment for an acute condition that would normally render him/her unable to work, during the course of the Employee vacation, the Employee may be considered to be on sick leave for such period of time, subject to the provisions of Article 24, Sick Leave. Vacation time not taken as a result of such medical treatment shall be taken at a mutually agreeable later date.

23.07 Vacation Pay Upon Termination

An Employee who terminates his service or who is terminated shall receive vacation pay in lieu of all vacation earned but not taken.

ARTICLE 24

SICK LEAVE

24.01 Sick leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

24.02 (a) After an Employee has completed the probationary period, the Employee shall be allowed a credit for sick leave computed from the date of employment at the rate of one point two-five (1.25) working days for each full month of employment up to a maximum of fifteen (15) working days per year. Employee shall carry forward the unused portion of accrued sick leave for one year to a maximum of thirty (30) working days.

(b) Employees shall not be entitled to apply sick leave credits prior to the completion of the probationary period.

(c) Sick leave credits shall not accrue during any period of sick leave in excess of thirty (30) calendar days.

24.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's Basic Rate of Pay and the number of days thus paid shall be deducted from the Employee's accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced. Payment for sick leave will be made for days Employees are regularly scheduled to work and cannot attend because of such illness, accident, or quarantine.

- 24.04 Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine in excess of three (3) consecutive days or when an Employee demonstrates a discernible pattern of frequent illnesses. Where the Employee must pay a fee for such proof, the cost shall be borne by the Employee.
- 24.05 When an Employee has accrued the maximum sick leave credit of thirty (30) working days, he shall no longer accrue sick leave credits until such time as his total accumulation is reduced below the maximum. At that time he shall recommence accumulating sick leave credits.
- 24.06 When an Employee:
- (i) is required to travel for the purposes of medical referral and/or treatment, or;
  - (ii) If an Employee is unable to schedule medical appointments outside of the work hours, the Employee shall have the right to utilize sick leave credits for such absence, provided such Employee received prior authorization from the Employer, and provided that the Employee submit satisfactory proof of attendance at such appointment when required by the Employer.
- 24.07 Leave of absence without pay may be granted to an Employee who does not qualify for sick leave or who is unable to return to work at the termination of the period for which sick leave is granted. An Employee who is on leave of absence without pay shall endeavor to notify the Employer three (3) days prior to returning to work, but in no event less than one (1) day prior to returning to work.
- 24.08 Employees reporting sick shall do so to the Employer as soon as possible and regularly thereafter in order that a replacement may be arranged for. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time, which expires between the time the Employee should have reported for work and the time at which the Employee reported.
- 24.09 An Employee shall advise the Employer as to when the Employee shall be expected back to work.
- 24.10 An Employee who does not use any paid sick leave days for one (1) year as per the parameters set out in 24.02 shall be given one (1) paid day off to be taken at a mutually agreed upon time during the following year.

## ARTICLE 25

### LEAVES OF ABSENCE

- 25.01 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 two (2) weeks in advance, except that in extenuating circumstance the time factor may be waived or reduced.

Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Apart from exceptional circumstances the Employer will reply in writing to a request for leave of absence within seven (7) days of receipt of the request.

- (b) Except as provided in Sub-Clause 25.01(c), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 26 Employee Benefits Plan, provided that the Employee makes prior arrangements to pay full premium costs. Failure to remit the full payment required above, shall result in the cancellation of coverage. Reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave, EI SUB Plan benefits, STD or LTD, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate her employment with the Employer; except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- (f) Employees granted leave of absence for more than thirty (30) calendar days, may at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to commencing the unpaid portion of her leave of absence.

## 25.02

### Parental Leave

#### (a) Maternity Leave

An Employee who has completed six (6) months' continuous employment shall, upon her written request, providing at least twenty-eight (28) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith.



Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of Sick Leave, EI Sub Plan benefits, STD or LTD. Maternity Leave shall not exceed twelve (12) months unless mutually agreed otherwise between the Employer and the Employee.

An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part or all the period of the extension.

(b) Paternity Leave

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

An Employee on maternity leave or paternity leave shall provide the Employer with at least twenty eight (28) calendar days notice, in writing of their 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.

In the event that during the period of an Employee's Parental Leave, the position from which the Employee is on such leave has been eliminated due to reduction of the workforce or discontinuation of an undertaking or activity and the Employer has not increased the workforce or resumed operations on the expiry of the Employee's Parental Leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with Article 21.

25.03

Adoption Leave

- (a) An Employee who had completed six (6) months' continuous employment shall upon written request, giving advanced 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.

- (c) (i) Subject to section (ii) an Employee granted adoption leave shall provide the employer with at least twenty-eight (28) calendar days notice, in writing of her readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
- (ii) In the event that during the period of an Employee's Adoption Leave, the position from which the Employee is on such leave has been eliminated due to reduction of the workforce or discontinuation of the undertaking or activity and the Employer has not increased the workforce or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking or activity, recall or reinstatement to the workforce shall be in compliance with Article 21.

25.04

Court Leave

- (a) In the event a Regular or Temporary Employee is required by law to appear before a court of law for jury selection, as a member of a jury or as a witness in matters arising out of her employment with the Employer, the Employee shall:
  - (i) suffer no loss of regular earnings at her basic rate of pay for the scheduled shifts so missed;
  - (ii) be paid at her basic rate of pay for the hours of attendance at Court on her scheduled day(s) of rest, and be granted an alternate day(s) of rest as scheduled by the Employer. Such rescheduling of the day(s) of rest shall not be construed to be a violation of the scheduling provisions in Article 14 of this Collective Agreement;
  - (iii) assign to the Employer all pay for such Court appearance.
- (b) In the event a Regular or Temporary Employee is scheduled to work on the evening or night shift(s) and the day(s) she is required to appear before a Court for the reasons stated in (a), she shall be granted a leave of absence for those scheduled shifts so missed and shall suffer no loss of regular earnings at her basic rate of pay.
- (c) Where a Regular or Temporary Employee is required by law to appear before a court of law for reasons other than those stated in (a) above, she shall be granted a leave of absence without pay.

25.05

Bereavement Leave

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother/sister 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. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. The Employer may extend bereavement leave by up to two (2) additional days with pay where travel is required. Bereavement leave may include normal days off and /or vacation but no additional payment is due therefore.
- (b) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement leave when she is entitled to that bereavement leave.

ARTICLE 26

EMPLOYEE BENEFIT PLANS

26.01

Effective date of ratification, the Employer will implement the following Employee benefit plan and maintain it or an equivalent:

**Original Plan Design**

Basic Life	<ul style="list-style-type: none"><li>- One times your annual earnings payable to assigned beneficiary</li><li>- Taxable benefit</li><li>- Accidents and illness covered</li><li>- Coverage is 24 hours/day 365 days/year</li><li>- No limitations or exclusions</li><li>- Reduce to 50% at age 65 and cancels at age 70</li></ul>
Dependent Life	<ul style="list-style-type: none"><li>- Spouse \$10,000</li><li>- Child \$5, 00 (from live birth to age 21/25)</li><li>- Accidents and illnesses covered</li><li>- Coverage is 24 hours/day 365 days/year</li><li>- No limitations or exclusions</li></ul>

	<ul style="list-style-type: none"> <li>- Terminates at employee's age 70</li> </ul>
AD&D	<ul style="list-style-type: none"> <li>- Doubles the Basic Life Benefit if death is due to an accident</li> <li>- Partial benefits paid for loss or "loss of use" of limbs</li> <li>- Coverage is 24 hours/day 365 days/year</li> <li>- Excludes self-inflicted, suicide, war, military personnel, flight member</li> <li>- Terminates at age 70</li> </ul>
Long Term Disability	<ul style="list-style-type: none"> <li>- 66.67% of the first \$3,000 of monthly earnings, plus 55% of the next \$3,000, plus 50% of the excess</li> <li>- Taxable benefit</li> <li>- Benefit starts after 17 weeks</li> <li>- Benefit payable until the earlier of recovery or age 65</li> <li>- Accident and illness are covered</li> <li>- Coverage is 24 hours/day 365 days/year</li> <li>- Work and non-work related injuries are covered</li> <li>- Benefit reduced by CCP and WCB</li> <li>- Coverage terminates at age 65</li> </ul>
Short Term Disability	<ul style="list-style-type: none"> <li>- 67% of earnings up to a maximum of \$1,000 per week</li> <li>- Taxable benefit</li> <li>- Benefit starts on 1st day for accidents and 15th day for illnesses</li> <li>- Benefit payable until the earlier of recovery or 17 weeks</li> <li>- Accident and illness are covered</li> <li>- Coverage is 24 hours/day 365 days/year</li> <li>- Work and non-work related injuries are covered</li> <li>- Benefit reduced by CCP and WCB</li> <li>- Coverage terminates at age 65</li> </ul>
Prescription Drugs	<ul style="list-style-type: none"> <li>- Pay Direct Drug Card</li> <li>- 80% coverage</li> <li>- No Deductible</li> <li>- Unlimited maximum</li> <li>- Prescription Drugs require a prescription to be covered</li> <li>- Non-prescription life sustaining drugs are covered</li> </ul>

	<ul style="list-style-type: none"> <li>- Generic drug limitation</li> <li>- Oral Contraceptives covered</li> <li>- Sexual dysfunction drugs non covered</li> <li>- Benefit terminates at age 70</li> </ul>
Extended Health Care	<ul style="list-style-type: none"> <li>- No annual deductible</li> <li>- 80% coinsurance for Semi-Private hospital</li> <li>- 100% coinsurance Out of Country Medical Emergency Travel</li> <li>- 80% coinsurance for Ambulance, Nursing (\$25,000/yr), foot orthotics (\$300/24mths), braces, hearing aids (\$1,000/5yrs), diabetic supplies, most other medical services &amp; supplies, etc.</li> <li>- 80% for Physiotherapy, Chiropractor, Psychologist, Masseur, Acupuncture, Podiatrist, Speech Therapist, Naturopath, Osteopath, Chiropodist, Social Worker, to \$750 per year per practitioner per person.</li> <li>- Benefit terminates at age 70</li> </ul>
Vision Care	<ul style="list-style-type: none"> <li>- Eyeglasses, lenses, frames, contacts and laser eye surgery up to \$300 every 24 months for adults and up to \$300 every 12 months for children</li> <li>- Eye exams up to \$75 every 24 months for adults and up to \$75 every 12 months for children</li> <li>- Benefit terminates at age 70</li> </ul>
Dental Care	<ul style="list-style-type: none"> <li>- No annual deductible</li> <li>- \$2,000 annual maximum</li> <li>- Preventative at 80% coverage (check-ups, cleanings, x-rays)</li> <li>- Minor Restorative at 80% (fillings, extractions)</li> <li>- Endo/Perio at 80% (root canals, gum disease)</li> <li>- Major Restorative at 50% (crowns, caps, bridges, dentures)</li> <li>- Orthodontics at 50% coverage (braces) up to age 19 up to \$3,000 per lifetime</li> <li>- One checkup every 6 months</li> <li>- Benefit terminates at age 70</li> </ul>

26.02

Enrolment by:

- (a) Full-Time Employees;
- (b) Part-Time Employees, whose regular hours of work exceed fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule.

shall be facilitated in accordance with the enrolment and other requirements of the Insurer.

- 26.03 The premium costs shall be shared, sixty percent (60%) by the Employer and forty percent (40%) by the Employee.
- 26.04 The Employer shall make available to eligible Employees brochures outlining the above plans.
- 26.05 The Employer will provide one copy of each of the plans to the Union.

## ARTICLE 27

### RETIREMENT SAVINGS PLAN

- 27.01 The Employer will establish an Employer administered, and employee self-directed, Registered Retirement Savings Plan (RRSP) for regular full-time and regular part-time Employees. Participation will be on a voluntary basis.
- 27.02 For Employees eligible to enroll in the plan, the eligibility period is six (6) months service or nine hundred and seventy five (975) hours worked, whichever is the greater.
- 27.03 Employees who wish to participate will contribute three percent (3.0%) per hour worked, matched by the Employer on a dollar-for-dollar basis, up to a maximum of three percent (3%) of earnings.

## ARTICLE 28

### WORKERS' COMPENSATION

- 28.01 (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall receive compensation benefits directly from the Workers' Compensation Board.
- (a) Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. However, an Employee who has applied for Workers' Compensation and whose application is under consideration may apply for sick leave benefits under Article 24 provided the Employee meets eligibility requirements for sick leave and has sick leave credits available. Sick leave under this Clause will be subject to the following:
  - (i) The Employee will be paid at ninety percent (90%) of regular net salary as defined by the WCB for all such leave pursuant to this Clause.

- (ii) If the WCB denies the claim, the Employee will be reimbursed for any additional sick leave benefits to which the Employee is entitled, and which have not been paid under this Clause. The Employee's sick leave bank will be adjusted accordingly.
- (iii) If the WCB approves the claim, the payment from WCB will be made directly to the Employer. The Employee's sick leave bank will be adjusted accordingly.
- (iv) Employees who do not have sick leave credits or whose sick leave credits are exhausted prior to approval of her WCB claim will receive payment directly from the WCB.

28.02 An Employee receiving compensation benefits under Article 28.01 shall be deemed on Workers' Compensation leave and shall:

- (a) remain in the continuous service of the Employer for the purpose of salary increments.
- (b) cease to earn sick leave and vacation credits subject to Articles 24.02 and 23.03.
- (c) not be entitled to named holidays with pay falling within the period of Workers' Compensation leave in excess of thirty (30) days.
- (d) pay their share of benefit premiums and pension contributions to the Employer on a monthly basis in order to continue their coverage.

28.03 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:

- (a) Capable of performing the duties of her former position, shall provide the Employer with twenty-eight (28) days written notice of readiness to work. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e., where the expected duration of the leave at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability.
- (b) Incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall notify the Employer of her readiness to return to work. The Employer shall then reinstate her to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability.
- (c) Incapable of performing the duties of her former classification, may make application for any benefits for which she is eligible under Sick Leave or Employee Benefits Plans, in accordance with Articles 24 or 26.

28.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Articles 10 and 14.

- 28.05 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.
- 28.06 The employee shall keep the employer informed of the prognosis of her condition on a schedule set by the Employer and the Employee.

## ARTICLE 29

### OCCUPATIONAL HEALTH AND SAFETY

- 29.01 A Committee will be established to consider matters of Occupational Health and Safety.
- 29.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.
- 29.03 The Committee shall be established and the Union will have the right to designate four (4) member of the bargaining unit as a member of this committee. Attempts will be made to elect representatives from various departments.
- 29.04 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.
- 29.05 The Employer agrees to abide by the terms of the Occupational Health and Safety Act.
- 29.06 An Employee's rights shall be respected in accordance with the Occupational Health and Safety Act.

## ARTICLE 30

### RESIGNATION

- 30.01 An Employee shall make every reasonable effort to provide to the Employer twenty-eight (28) calendar days notice, where possible, and shall, in any case, provide the Employer with fourteen (14) calendar days notice of her desire to terminate her employment.



### ARTICLE 31

#### EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

31.01

The Parties hereby agree as follows:

- (a) The Parties to this Collective Agreement agree to the desirability of a Union-Employer Advisory Committee for promoting harmonious relationships between the Employees, the Union and the Employer. A request by either Party to establish a Site committee shall not be unreasonably denied. The purpose of the joint committee is to promote effective and meaningful communication of information and ideas and the attainment of the objectives outlined in the preamble to this agreement.
- (b) In addition to an MSO from the Union and the Site Manager, the Union shall provide the names of three employees representative of the workforce and the Employer shall provide three additional representatives to sit of the Employee-Management Advisory Committee.
- (c) An Employee shall be paid her Basic Rate of Pay for attendance at these committee meetings.
- (d) Unless otherwise mutually agreed, the Committee shall meet on a monthly basis and in no event shall they meet less than every three (3) months. The Union and the Employer shall elect a Co-Chair and chairing of the meetings will alternate between the Co-Chairs.

### ARTICLE 32

#### BULLETIN BOARD SPACE

32.01

The Employer shall provide bulletin boards to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer. Content to be placed on the board shall be approved by the Employer prior to being posted. A response for a request to post a notice shall be provided by the Employer within 24 hours of receipt of the request.

## ARTICLE 33

### COPIES OF THE COLLECTIVE AGREEMENT

- 33.01 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Union or at the Union orientation. The printing of the Collective Agreement will be processed at the AUPE Headquarters unionized print shop. The Collective Agreement shall have the AUPE and Newport Harbour Care Centre logo on the cover.

## ARTICLE 34

### TERMS OF EMPLOYMENT APPLICABLE TO PART-TIME EMPLOYEES

Except as modified in Article 34, all provisions of this Collective Agreement shall apply to Part-time Employees:

34.01 Hours of Work (Article 14)

Amend Article 14.02 to read:

- (a) Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour provided the Employee is scheduled to work five (5) hours or more. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
- (b) A paid rest period of fifteen (15) minutes will be permitted during each four (4) hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.
- (c) The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

34.02 Overtime (Article 15)

Amend Article 15.01 to read:

- (a) Regular Part-time Employees, except LPNs, shall be paid overtime rates as provided in Article 15.01 for:
  - (i) any time worked in excess of seven point five (7.5) hours during any one (1) day, exclusive of meal periods; and
  - (ii) any time worked when the total of hours worked exceeds seventy-five (75) in any two (2) week period.
- (b) Regular Part-time LPNs shall be paid overtime rates as provided in Article 15.01 for:
  - (i) any time worked in excess of seven point seven five (7.75) hours during any one (1) day, exclusive of meal periods; and

- (ii) any time worked when the total of hours worked exceeds seventy-seven point five (77.75) in any two (2) week period.

34.03 Paid Holidays (Article 22)

- (i) Amend Article 22.01 to read:
  - (a) On each pay period Part-time 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 Paid Holiday benefits.
  - (b) Part-time Employees required to work on a Paid Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate of Pay for such work.

34.05 Annual Vacation (Article 23)

Amend Article 23.03 to read:

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

$$\begin{array}{ccccc} \text{Hours Worked} & & \text{the applicable \%} & & \text{Number of hours of} \\ \text{as specified in} & \times & \text{as outlined below} & = & \text{paid vacation to be} \\ \text{Article 14} & & & & \text{taken} \end{array}$$

- (i) four percent (4%); or
- (ii) six percent (6%) during each of the third (3<sup>rd</sup>) to fifth (5<sup>th</sup>) years of continuous Full-time employment; or
- (iii) eight percent (8%) during each of the sixth (6<sup>th</sup>) to fourteenth (14<sup>th</sup>) years of continuous Full-time employment; or
- (iv) ten percent (10%) during the fifteenth (15<sup>th</sup>) and each subsequent year of continuous Full-time employment.
- (b) Only those hours of work paid at the basic rate of pay and on a Named Holiday to a maximum of seven point five (7.5) hours will be recognized for the purposes of determining vacation pay for a Part-time Employee.

34.06 Sick Leave (Article 24)

Amend Article 24.02 (a) to read:

Part-time Employees after completion of the probationary period, shall accumulate sick leave credits on the basis of one point two-five (1.25) working days per month, prorated on the basis of the regularly scheduled hours worked by a Part-time Employee in relation to the regularly scheduled hours worked by a Full time Employee, up to a maximum accumulation of thirty (30) working days. Payment will be made only for the days they are regularly scheduled to work and cannot attend because of illness.

## ARTICLE 35

### TERMS OF EMPLOYMENT APPLICABLE TO TEMPORARY EMPLOYEES

Except as modified by Article 35 all provisions of this Collective Agreement shall apply to Temporary Employees.

- 35.01           (a)     A Temporary Full-time or Temporary Part-time Employee shall be covered by the terms and conditions of this Collective Agreement, applicable to Full-time or Part-time Employees except as modified by:

Article 10: Appointment, Vacancies and Transfers

Article 21: Layoff and Recall

Article 22: Paid Holidays

Article 23: Annual Vacation

- (b)     At the time of hire, the Employer shall state in writing the expected term of employment.
- (c)     The Employer shall provide at least seven (7) calendar days written notice of termination of a Temporary position
- (d)     A Temporary Employee shall not have the right to grieve the termination of her employment when no longer required in that position or on completion of the expected term of the position.

35.02           Appointments, Vacancies and Transfers (Article 10)

Amend Article 10 to include:

During the term of a Temporary position, the incumbent Employee shall be eligible to apply on postings in accordance with the following:

- (a)     such Employee shall be eligible to apply on postings of vacancies as described in Article 2.06 (a) (i) and Article 2.06 (a) (ii).
- (b)     such Employee shall not be eligible to apply on postings of vacancies described in Article 2.06 (c) , unless the position posted commences after the expiry date of the term for which the Employee was hired.

35.03           Layoff and Recall (Article 21)

The provisions of Article 21 shall not apply to a Temporary position.

35.04           Paid Holidays & Annual Vacation (Article 22 & Article 23)

Amend Article 22 and Article 23 to read:

- (a)     Temporary Employees required to work on a Paid Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate for all hours worked on the Paid Holiday.
- (b)     Temporary Employees shall be paid, in addition to their Basic Rate of Pay, eight point six percent (8.6%) of their Basic Rate of Pay in lieu of annual vacation and Paid Holidays. Temporary Employees shall be allowed up to two (2) weeks off, without pay for their vacation.

## ARTICLE 36

### TERMS OF EMPLOYMENT APPLICABLE TO CASUAL EMPLOYEES

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

36.01           Articles 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 29, 30, 31, 32 and 33 shall apply to Casual Employees.

36.02           Seniority (Article 8)

Amend Article 8 to read:

Seniority does apply during Casual Employment for the purposes of scheduling issues. All hour worked by a casual Employee will be credited toward a regular seniority date should the Employee become regular full or part-time.

36.03           Hours of Work (Article 14)

Amend Article 14.02 to read:

- (a)   Time off duty for meals will not be considered as working time and will not be less than one-half (1/2) hour provided the Employee is scheduled to work five (5) hours or more. If an Employee is recalled to duty during a meal break, compensating time shall be provided later in the shift or paid to the Employee at overtime rates.
- (b)   A paid rest period of fifteen (15) minutes will be permitted during each four (4) hours worked. Where practicable, rest periods will be scheduled at or near the middle of each period, except by mutual agreement of the Employee and the Employer.
- (c)   The time of meal breaks and rest periods shall be determined by the Employer. In making this determination the Employer will consider Employee preferences.

36.04           Overtime (Article 15)

Amend Article 15.01 to read:

- (a)   Casual Employees, except LPNs, shall be paid overtime rates as provided in Article 15.01 for:
  - (i)   any time worked in excess of seven point five (7.5) hours during any one (1) day, exclusive of meal periods; and
  - (ii)   any time worked when the total of hours worked exceeds seventy-five (75) in any two (2) week period.
- (b)   Casual LPNs shall be paid overtime rates as provided in Article 15.01 for:
  - (i)   any time worked in excess of seven point seven five (7.75) hours during any one (1) day, exclusive of meal periods; and
  - (ii)   any time worked when the total of hours worked exceeds seventy-seven point five (77.5) in any two (2) week period.

36.05 Paid Holidays and Annual Vacation (Article 22 & Article 23)

Amend Article 22 and Article 23 to read:

- (a) Casual Employees required to work on a Paid Holiday shall be paid at one and one-half times (1 1/2X) their Basic Rate for all hours worked on the Paid Holiday.
- (b) Casual Employees shall be paid, in addition to their Basic Rate of Pay, eight point six percent (8.6%) of their Basic Rate of Pay in lieu of annual vacation and Paid Holidays. Casual Employees shall be allowed up to two (2) weeks off, without pay for their vacation.

36.06 Leaves of Absence (Article 25)

Amend Article 25 to read:

Casual Employees will be entitled to time-off without pay in lieu of Bereavement Leave.

36.07 Workers' Compensation (Article 28)

Amend Article 28 to read:

The provisions of Article 28.01 shall apply to Casual Employees except for the sick leave top up.

ARTICLE 37

IN-SERVICE PROGRAMS

- 37.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees 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, development and maintenance of essential skills, and other programs, which may be offered by the Employer.
- 37.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.
- 37.03 Employees, who with the prior approval of the Employer attend in-service programs, which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
- 37.04 The Employer shall make available every two (2) years or more frequently as determined by the Employer an in-service on the prevention and management of staff abuse.
- 37.05 The Employer shall provide a paid orientation for all new Employees.

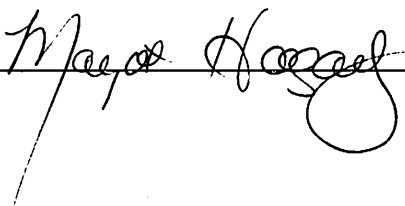
## SALARY SCHEDULE

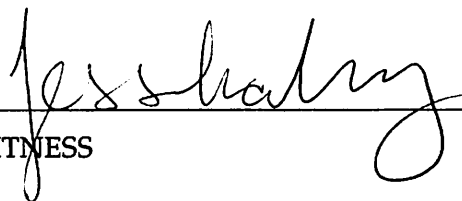
	Start Rate	After Probation	1950 Hrs.	3900 Hrs.	5850 Hrs.	7800 Hrs.	9750 Hrs.	11700 Hrs.	73650 Hrs	15600 Hrs.
<b>Health Care Aide</b>										
Current	\$16.86	\$18.72	\$19.35	\$20.02	\$20.90	\$21.29	\$21.73	\$22.35	\$22.85	
April 1, 2015	\$17.20	\$19.09	\$19.74	\$20.42	\$21.32	\$21.72	\$22.16	\$22.80	\$23.31	
April 1, 2016	\$17.46	\$19.38	\$20.03	\$20.73	\$21.64	\$22.04	\$22.50	\$23.14	\$23.66	
April 1, 2017	\$17.63	\$19.57	\$20.23	\$20.93	\$21.85	\$22.26	\$22.72	\$23.37	\$23.89	
<b>Licensed Practical Nurse</b>										
Current	\$24.11	\$25.73	\$26.71	\$27.69	\$29.00	\$29.67	\$30.19	\$31.30	\$32.65	\$33.95
April 1, 2015	\$24.47	\$26.12	\$27.11	\$28.11	\$29.44	\$30.12	\$30.64	\$31.77	\$33.14	\$34.46
April 1, 2016	\$24.72	\$26.38	\$27.38	\$28.39	\$29.73	\$30.42	\$30.95	\$32.09	\$33.47	\$34.80
April 1, 2017	\$24.96	\$26.64	\$27.66	\$28.67	\$30.03	\$30.72	\$31.26	\$32.41	\$33.81	\$35.15
<b>Activity Coordinator</b>										
Current	\$16.56	\$17.39	\$18.41	\$19.09	\$19.60	\$19.99				
April 1, 2015	\$16.89	\$17.74	\$18.78	\$19.57	\$19.99	\$20.39				
April 1, 2016	\$17.14	\$18.01	\$19.06	\$19.86	\$20.29	\$20.70				
April 1, 2017	\$17.31	\$18.19	\$19.25	\$19.96	\$20.49	\$20.91				
<b>Dietary/House Keeping</b>										
Current	\$14.49	\$15.94	\$16.43	\$16.88	\$18.37	\$18.82				
April 1, 2015	\$14.78	\$16.26	\$16.76	\$17.22	\$18.74	\$19.20				
April 1, 2016	\$15.00	\$16.50	\$17.01	\$17.48	\$19.02	\$19.48				
April 1, 2017	\$15.15	\$16.67	\$17.18	\$17.65	\$19.21	\$19.68				
<b>Cook</b>										
Current	\$17.84	\$18.73	\$19.13	\$19.55	\$20.09	\$20.89				
April 1, 2015	\$18.20	\$19.10	\$19.51	\$19.94	\$20.49	\$21.31				
April 1, 2016	\$18.47	\$19.39	\$19.81	\$20.24	\$20.80	\$21.63				
April 1, 2017	\$18.65	\$19.59	\$20.00	\$20.44	\$21.01	\$21.84				

IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this 21<sup>st</sup> day of February, 2017.


ON BEHALF OF NEWPORT HARBOUR  
CARE CENTRE LTD

  
\_\_\_\_\_

  
\_\_\_\_\_  
WITNESS

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_

  
\_\_\_\_\_  
WITNESS