

Collective Agreement

Between

HCN - Revera Lessee Edgemont LP

And

**Alberta Union of Provincial Employees
Local 048 Chapter 015**

Expires: December 31, 2018

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This Collective Agreement made this _____ day of _____ 2017

BETWEEN:

HCN Revera Lessee Edgemont LP

(called "the Employer")

OF THE FIRST PART

And

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

On behalf of Local 048

(called "the Union")

OF THE SECOND PART

WHEREAS HCN Revera Lessee Edgemont LP is an "Employer" pursuant to the Code, as amended.

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

Dated at _____, Alberta this _____ day of _____, 2017

PURPOSE AND PREAMBLE

Agreeing that each resident is a unique individual whose diverse needs are met within a friendly and caring atmosphere. The Edgemont Retirement Residence will remain an oasis of kindness with a warm sense of family and community in which to support our residents.

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

- (i) To provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.
- (ii) Protect the interests of residents, Employees and the Community;
- (iii) Maintain harmonious relations between the Employer and the Union;
- (iv) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties;
- (v) Enter into a collective agreement setting forth rates of pay, hours of work and other terms and conditions of employment;

ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this agreement including appendices, unless altered by mutual consent of both Parties, shall be in force and effect from January 1, 2016, up to and including December 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 during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- 1.04 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.
- 1.05 Any notice required hereunder to be given, shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:

in the case of the Employer to:

Vice- President, Labour Relations
HCN Revera Lessee Edgemont LP
5015 Spectrum Way, Suite 600
Mississauga, ON L4W 0E4

and in the case of the Union to:

The President
Alberta Union of Provincial Employees
10451 - 170 Street NW
Edmonton, AB T5P 4S7

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 and the Extended Work Day 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 and the Extended Work Day 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 Edgemont Retirement Residence, (HCN Revera Lessee Edgemont LP)

- 2.08 "Facility/Residence" means the care facility/residence named as "Employer" in this Collective Agreement.
- 2.09 "Licensed Practical Nurse" (L.P.N.) Practice Permits shall take meaning from the Health Professions Act R.S.A. 2000, c.H-7 as amended. Registration is not membership in the Union.
- 2.10 "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.
- 2.11 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 2.12 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 2.13 "Local" means the Local of AUPE.
- 2.14 "Week" or "Block of Shifts" means a period of seven (7) successive days beginning with Saturday at 0700 hours.
- 2.15 "Shall" shall be interpreted to be mandatory rather than directory.
- 2.16 "Bargaining Unit" shall mean the unit of employees as described on the Labour Relations Board Certificate.
- 2.17 "Position" shall mean:
- (a) the Employee status; and
- (b) the classification and pay rates; and
- (c) the number of scheduled bi-weekly hours and FTE.
- 2.18 "Full-time Equivalency (FTE)" means 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 12 Hours of Work in the Agreement.
- 2.19 "Status" shall mean either full-time or part-time or temporary or casual as defined above.
- 2.20 "Classification" shall mean job title and pay scale established for the job title.
- 2.21 "Parties" shall mean AUPE and the Edgemont Retirement Residence.
- 2.22 "Health Care Aide" means an Employee who is certified or recognized for equivalency to certification or deemed competent as per Alberta Health Services Health Care Aide Certification Assessment Profile.
- Only Health Care Aides as defined above shall be employed as a Health Care Aide.

ARTICLE 3

RECOGNITION AND APPLICATION

- 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 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 *Code*.
- 3.03 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.
- 3.04 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement.
- (a) For the purposes of this Collective Agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's names.
- (b) The Employer shall grant Union Representatives access to its premises for Union business subject to notification of the Executive Director or her designate.
- (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.
- 3.05 All correspondence between the parties shall flow between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 3.06 (a) The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation of not more than fifteen (15) minutes by the Union on the Employer's time.
- (b) An Employee shall have the right to wear the Union apparel/lapel pin/button during working hours.
- 3.07 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.

3.08 Application of the Collective Agreement

In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.

3.09 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.

3.10 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.

3.11 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires.

ARTICLE 4

UNION MEMBERSHIP AND DUES DEDUCTION

4.01 All Employees have the right:

- (a) to be members of the Union and to participate in its lawful activities;
- (b) to bargain collectively with the Employer through the Union;
- (c) to voluntary membership in the Union;

4.02 All Employees shall be required to pay Union Dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.

4.03 (a) The Employer shall remit Union Dues deducted from the pay of all Employees to the Union on a monthly basis no later than fifteen (15) days in to the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be affected in the succeeding month. The deduction remitted shall be accompanied by a list specifying the following:

- the Employee's name;
- identification number;
- the amount of deduction for each employee;
- the amount of the employee's monthly earnings.

- (b) Additionally, the Employer shall supply to the Union, not less than two times per year at the Union's request, a report from the Employer's records including the following Employee information:
- mailing address;
 - classification;
 - commencement date;
 - hourly rate of pay;
 - status;
 - copy of master rotation identifying FTE.

4.04 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.

4.05 The Employer will indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.

ARTICLE 5

MANAGEMENT RIGHTS

5.01 The union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and shall remain solely with the Employer unless modified by the express terms of this agreement and, without limiting the generality of the foregoing; it is the exclusive function of the Employer:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility/residence;
- (b) To maintain order, discipline, and efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
- (c) To hire, transfer, lay-off, recall, promote, classify, assign duties, establish standards of performance, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (d) To have the right to plan, direct, schedule and control the work of the employees and the operations of the Employer. This includes the right to introduce new and improved methods and equipment.
- (e) These rights shall be exercised in a manner consistent with this Agreement. The company agrees to act reasonably in the interpretation and application of the collective agreement as a whole.

ARTICLE 6

NO DISCRIMINATION/NO HARASSMENT

- 6.01 (a) There shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual preference, marital status, physical or mental disability, or any other prohibited grounds as provided in the *Alberta Human Rights Act*;
- (b) nor by reason of membership or non-membership or activity in the Union;
- (c) nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

6.02 The Union and the Employer recognize the right of the Employees to work in an environment free from harassment and the Employer after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.

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.

Sexual Harassment

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

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

6.04 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:

- (a) Grievance procedure; and
- (b) Alberta Human Rights Commission.

ARTICLE 7

TRAINING

- 7.01 (a) The parties to this agreement recognize the value of *training and education* for Employees and that the responsibility for such continuing education lies not only with the individual, but also with the Employer. The term "training" includes: orientation, acquisition and maintenance of essential skills and other programs, which may be offered by the Employer.
- (b) Employees who, with the prior approval of their Supervisor, attend a training or development program shall not suffer a loss of pay for such attendance. An Employee, who is required to attend a training course or seminar, shall be paid at the applicable rate of pay for attendance at such a meeting.

(c) The Employer's staff training and development will include mandatory elements and non-mandatory elements, as modified from time-to-time.

7.02 The Employer shall make available other in-service education programs as deemed appropriate for the purpose of maintaining proficiency, including topics on prevention of resident abuse, *Protection for Persons in Care* legislation and regulations, privacy and client confidentiality.

7.03 The Employer shall provide in-service education programs through computer-based modules, such as the Learning Centre for Senior Living (TLC).

Employees are required to attend any such programs, during paid work time, and shall be paid their regular rate of pay for attendance.

The Employer shall insure computer based spaces are available, preferably in a private learning environment.

7.04 Training and Development

Professional Development Days

All Employees employed by the Employer, designated pursuant to the *Health Professions Act* as amended and working as a full-time regular Licensed Practical Nurse, upon request, shall be granted a maximum of two (2) professional development days annually for professional development related to nursing skills, at the basic rate of pay.

Such Professional Development Days are not cumulative from year to year.

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

ARTICLE 8

PROBATIONARY PERIOD AND ORIENTATION

8.01 Each Employee shall first serve a single probationary period of four hundred and fifty (450) hours worked. In the case of part-time or temporary Employees, the probationary period shall be four hundred and fifty (450) hours worked. The Employer shall provide written notice of completion of the Probation Period with a copy to the Union.

8.02 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of one hundred and fifty (150) hours worked. During the extended period if in the opinion of the Employer the Employee is found to be unsatisfactory, such Employee may be dismissed or have her employment terminated in writing at any time with a copy to the Union. Such dismissal or termination of employment shall not be subject to the arbitration.

8.03 The Employer shall conduct a probationary review of each probationary Employee prior to the end of their probationary period.

- 8.04 The Employer shall provide a paid orientation for all Employees, including:
- (a) orientation for each shift pattern (days, and/or evenings, and/or nights) that the Employer assigns the Employee to work; and
 - (b) an orientation to the site and/or Employer organization;
 - (c) an Employee's request for up to three (3) paid orientation shifts under guidance or supervision shall not be unreasonably denied. The orientation period may be extended to five (5) shifts at the Employer's discretion.

ARTICLE 9

HUMAN RESOURCES PERSONNEL FILE

9.01 By appointment made at least one (1) working day in advance, excluding weekends and holidays, an Employee may have reasonable access to view his/her personnel file in the Edgemont Retirement Residence.

An Employee may be accompanied by a Union representative when viewing her personnel file.

- 9.02
- (a) Subject to the provisions of the *Alberta Personal Information Protection Act, S.A. 2003, c. P-6.5*, an Employee shall be given a copy of the contents of her personnel file upon request, provided that he/she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.
 - (b) 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 10

SENIORITY

- 10.01
- (a) The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the bargaining unit, including all prior periods of uninterrupted service as a Casual, Temporary, or Regular Employee.
 - (b) Seniority shall not apply during the probationary period, however once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 10.01(a).

10.02 Seniority shall be considered in determining:

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

- (d) the selection of available rotations by Employees on a unit affected by a new master rotation that does not change or does change an Employee's Full Time Equivalency (FTE);
- (e) the distribution and allocation of additional casual shifts/ "pick up shifts"/ other available hours of work as specified in Article 12 Hours of Work.

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

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

10.04 Seniority lists shall be provided by the Employer to the Union twice per year and when Employees have been served notice pursuant to the provisions of Article 27. The Employer shall also post a copy of the seniority list on the joint bulletin board provided. The seniority list shall contain the name of each regular Employee, their status, their date of hire, department(s) and the total number of paid hours. The seniority lists shall list employees in order of seniority (date of hire).

The seniority list will include the names of each casual Employee for information purposes.

10.05 The Employer shall post every three (3) months a list of Casual Employees in order of date of hire with the Employer.

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

10.07 In the event seniority dates are the same, any disputes arising between two (2) Employees with the same date as they relate to layoffs and recall shall be resolved by a coin toss. If the dispute involves three (3) or more Employees with the same seniority date, then "employee identification (ID) number" will be used to determine the order of seniority.

ARTICLE 11

JOB POSTINGS

11.01 When a new position is created or when a vacancy occurs in any classification covered by this Collective Agreement. The Employer shall post notices of all vacancies not less than seven (7) calendar days in advance of filling the vacancy.

The posting shall contain the following information:

- (a) qualifications and/or competencies as required;
- (b) employment status (Regular, Temporary, Casual);

- (c) classification and hours bi-weekly
- (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.

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

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

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

11.04 The Employer shall provide the Employee and the Union with a letter confirming, in writing, the transfer, promotion or selection into the vacancy.

At time of hire or transfer, or change of hours in accordance with Article 12 - Hours of Work, or change of status in accordance with the collective agreement, all Employees shall receive a letter, which shall include the following:

- (a) status (Regular, Temporary or Casual);
- (b) classification and FTE;
- (c) number of hours per shift based upon master rotation;
- (d) date of hire and transfer (if applicable); and
- (e) rate of pay (increment step).

11.05 Trial Period

A successful applicant in a new classification will undergo a trial period for a period of three hundred (300) hours worked.

11.06 The successful applicant shall become permanent at the end of the trial period unless:

- (a) the employee, at any time within the trial period, feels that he/she is not suitable for the position, and wishes to return to his/her former position; or
- (b) the Employer, at any time within the trial period, feels that the employee is not suitable for the position and requires that he/she return to his/her former position.

(c) In the event of either (a) or (b) above, the employee will return to his/her former position. Any other employee transferred as a result of the rearrangement of positions shall also be returned to his/her former position.

11.07 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.

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

ARTICLE 12

HOURS OF WORK

12.01 The hours and days in this article are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of hours of work.

12.02 Full-time Employees

(a) The regular hours of work for Full-time Employees shall be seventy-five (75) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal daily hours of work shall be seven point five (7.5) hours, exclusive of meal periods.

Part-time Employees

(b) The regular hours of work for Part-time Employees shall be up to seventy-five (75) hours over a period of fourteen (14) calendar days and the daily hours of work shall be up to seven point five (7.5) hours, exclusive of meal periods.

12.03 This article shall not preclude the implementation of modified daily or bi-weekly hours of work by agreement in writing between the Union, Employee and Employer.

12.04 Rest Periods

All Employees shall be permitted one (1) fifteen (15) minute paid rest period during each period of three point seven five (3.75) hours of work.

12.05

Meal periods

All Employees shall be permitted one thirty (30) minute unpaid meal period during all shifts including in-service meetings, greater than five (5) hours except as outlined in Article 14 for employees working the extended work-day.

- (a) The unpaid meal break shall be granted to all Employees at approximately the midpoint of each shift, where practical.
- (b) If an Employee is recalled to duty during her paid rest break, she shall be given a full paid rest break later in her shift, or be paid for the break at one point five times (1.5X) her basic rate of pay.
- (c) If an Employee is required to work or is recalled to duty during her meal break, she shall be paid at one point five times (1.5X) the basic rate of pay for the full meal break.
- (d) If the Employer requires an Employee to be readily available for duty during her meal break, she shall be so designated in advance and be paid for that meal break at her basic rate of pay.
- (e) Night Shift
The times and total length of rest and meal breaks shall be combined and the times of rest and meal breaks and the total length taken for combined breaks shall not exceed one (1) hour total.

12.06

Shift Schedules

- (a) Except in cases of emergency or by mutual agreement in writing between the Employee, Employer and the Union shift schedules shall provide for:
 - (i) at least thirteen (13) hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled days of work;
 - (iii) at least two (2) consecutive days of rest;
 - (iv) no split shifts;
 - (v) no shift shall be less than four (4) hours.
- (b) The Employer, in scheduling shifts shall take in to consideration an Employees request for certain shift schedules subject to the requirements of Article 12.06.

Optional scheduling provisions may be available and may be applied upon mutual agreement, in writing, between the Employer and the Union.

- (c) Except by mutual agreement in writing between the Employer and the Union, an Employee shall receive at least one (1) weekend off in two (2) averaged over one (1) complete cycle of the shift schedule meaning a minimum of days of rest on two (2) weekends in a four (4) week period.

A weekend shall be a Saturday and a Sunday. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty.

Named Holidays shall not be used as days off for the purposes of this Article.

The Employer shall provide a copy of master rotations / shift schedules to the Union upon request.

12.07 Posting of Shift Schedules

The shift schedules will be posted on the notice board, at least four (4) weeks prior to the effective date of the schedule. When a change is made in the shift schedule by the Employer, the employee shall be informed and when the change is made with less than fourteen (14) calendar days notice the employee shall be paid at time and one half (1.5X) their rate of pay for the first shift of the changed shift schedule. In the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer, the fourteen (14) day notice period will not apply.

12.08 Requests for specific days off shall be submitted in writing to a supervisor one (1) week prior to the posting of each schedule.

12.09 Shift Exchanges

- (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.
 - (iii) and there is no additional cost to the Employer.
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.

12.10 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be entirely within the calendar day in which the majority of hours fall regardless of what calendar day and part of such shift was actually worked. Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and seven (7) days of the week.

- 12.11 Additional Casual Shifts
Part-time Employees wishing to work additional hours and who so indicate in writing on a monthly basis to the Employer, shall be given preference and first opportunity to work any additional hours. Where more than one Part-time Employee has requested to work additional hours the hours will be offered to the Employee within the unit having the most seniority. If all available shifts are not filled then casual Employees may be assigned shifts as equitably as possible.
- 12.12 Any Employee who reports for work or work-related matters, as requested, or scheduled, and is sent home for any reason other than disciplinary, shall be paid for four (4) hours at the Employee's regular rate of pay.
- 12.13 On the day fixed by proclamation, in accordance with the Daylight Savings Time Act, for conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be affected with the appropriate deduction in regular earnings.
- 12.14 By mutual agreement in writing, the Parties can modify Article 12 for the purposes of creating an extended work day shift. The agreement shall apply to all Employees within the bargaining unit who work an extended shift or shifts.

ARTICLE 13

OVERTIME

- 13.01 Overtime Defined
Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point five (7.5) hours in a day or seventy-five (75) hours in a bi-weekly per pay period. The overtime rate is: one and one-half times (1 1/2X) the applicable basic hourly rate for the first two (2) hours of overtime worked and two times (2X) the applicable basic hourly rate thereafter.
Overtime shall be on a voluntary basis.
- 13.03 An employee who is absent on paid time during his/her scheduled work week because of sickness, Union leave, bereavement, holidays or vacation shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his regular hours during such absence.
- 13.04 Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not taken by December 31st in any given year shall be paid out unless otherwise mutually agreed. Such request to carry over lieu time shall be submitted by the Employee in writing prior to December 31st and shall not be unreasonably denied.
- 13.05 In the Event an Employee works a double shift, the Employee shall be provided with access to a meal during the second shift at no cost to the Employee.

ARTICLE 14

HOURS OF WORK - EXTENDED WORK DAY

- 14.01 (a) Where the Parties to this Collective Agreement agree to implement a system employing an extended work- day and resultant compressed work week, they shall evidence such Collective Agreement by signing a document indicating those affected positions where such Collective Agreement applies.
- Any alteration of the extended work day agreement shall be by mutual agreement only.
- The list of Licensed Practical Nurse (LPN) positions may be amended from time-to-time by agreement of the Parties. Such list shall indicate whether this list applies to Full-time Employees, Part-time Employees or both.
- (b) Affected positions may be deleted from the list referred to in Article 14.01(a) by either Party providing the other Party with twelve (12) weeks notice in writing of such intent or such shorter period as is mutually agreed between the Employer and a local chapter representative of the Union.
- (c) A full-time LPN working the extended work- day (12- hour shift) is considered working as a 1.12 FTE.
- 14.02 (a) The Employer and the Union acknowledge and confirm that, with the exception of those amendments hereinafter specifically detailed, when the extended work day is implemented in an affected position all other Articles of this Collective Agreement shall remain in full force and effect as between the Parties.
- (b) Where a part-time LPN works a 12- hour shift schedule that consists of a combination of shifts of eight (8) hours or less, the provisions of this Article shall apply to all scheduled shifts.
- 14.03 The provisions of Article 12.02 to 12.14 apply to Employees in the facility, unless otherwise noted.
- 14.04 (a) Regular hours of work for Employees, inclusive of meal periods, shall:
- (i) not exceed twelve (12) consecutive hours per day;
 - (ii) be up to sixty (60) hours per week and a maximum of one hundred and twenty (120) bi-weekly averaged over one (1) complete cycle of the shift schedule; and
 - (iii) except where overtime is necessitated, maximum on-site hours shall not exceed twelve (12) hours per day, as determined by the start and finish times of the shift.
- (b) Regular hours of work shall be deemed to:
- (i) includes as scheduled by the Employer, two (2) paid rest periods of fifteen (15) minutes during each full period of twelve (12) hours; and

- (ii) includes two (2) thirty (30) minute paid meal periods as scheduled by the Employer. Two (2) or more meal breaks or rest periods may be combined by agreement between the Employee and the Employer.
- 14.05
 - (a) Notwithstanding that the meal break is to be included in the calculation of regular hours of work, if the Employer requires an Employee to be readily available for duty during her meal period, she shall be so advised in advance and be paid for that meal period at her basic rate of pay.
 - (b) If an Employee is recalled to duty or if the Employer requires an Employee to work during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or be paid for the meal period or rest period as follows:
 - (i) for a rest period, at the applicable overtime rate of pay; or
 - (ii) for a meal period for which the Employee is entitled to be paid in accordance with Article 12.05(b) and (c), at the applicable overtime rate of pay.
- 14.06 Subject to Articles 14.14 and 14.15, shift schedules shall be posted four (4) weeks in advance. The Employer shall allow a representative of the Union to reproduce a copy of the posted shift schedule, which is inclusive of changes made by mutual agreement.
- 14.07 Shift schedules for Regular Employees shall provide for:
 - (a) at least two (2) consecutive days of rest per week for FT LPN's and except for the PT LPN based upon her work rotation;
 - (b) at least twelve (12) hours off duty between shifts;
 - (c) not be scheduled to work more than three (3) consecutive extended shifts;
 - (d)
 - (i) at least forty-eight (48) hours off duty at a shift changeover for FT LPN's and except for the PT LPN based upon her work rotation;
 - (ii) Except when application of this Article is waived by mutual agreement between the Employee and the Employer, if an Employee is required by the Employer to change shifts without receiving forty-eight (48) hours off duty, she shall be entitled to premium payment at the applicable overtime rate of pay for the first (1st) tour of duty on the new shift;
 - (iii) two (2) weekends off duty in each four (4) week period. "Weekend" shall mean a Saturday and the following Sunday. The period of time off must be at least sixty (60) hours;
 - (iv) an Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.

- 14.08 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 (1st) shift of the working day shall be the one wherein the majority of hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 14.09 Shift Exchange
- (a) Employees may exchange shifts among themselves, provided that:
 - (i) the exchange is agreed to, in writing, between the affected Employees; and
 - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
 - (b) Where such a request is made in writing, the Employer's reply shall also be in writing no more than seven (7) days after the request is made.
 - (c) Such exchange shall be recorded on the shift schedule.
 - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 14.10 When an Employee reports for work or work-related matters as assigned, and is directed by the Employer to leave, she shall be compensated for the inconvenience by a payment equivalent to four (4) hours pay at her basic rate of pay.
- 14.11 Where an Employee's scheduled days off are changed without seven (7) calendar days notice, the Employee shall be paid at the applicable overtime rate of pay for all hours worked on what should otherwise have been her off duty days.
- 14.12 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 applicable overtime rate of pay for all hours worked during the first (1st) shift of the changed schedule, unless seven (7) calendar days' notice of such change has been given.
- 14.13 On the date fixed by proclamation, in accordance with the *Daylight Savings Time Act*, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said *Act* for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be affected with the appropriate deduction in regular earnings.

The following provisions amend or add to specified Articles as indicated:

14.14

Overtime

(a) Amend Article 13.01(a) to read:

13.01 (a) Overtime is all time authorized by the Employer and worked by a Regular Employee in excess of the regularly scheduled daily hours in compliance with Article 14.04(a) or on scheduled days of rest for Employees.

14.15

Named Holidays

(a) Amend Article 20.01 by adding (d):

20.01 (d) It is agreed that an Employee covered by this Article shall be entitled to eleven (11) Named Holidays and one (1) Floater Holiday as specified, and shall be paid for same at the Employee's basic rate of pay to a maximum of one hundred and forty-four (144) hours per annum.

(b) Amend Article 20.03 to read:

20.03 an Employee required to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at the applicable overtime rate of pay, excepting where another premium (i.e., overtime) would provide a greater monetary benefit, plus:

(a) an alternate extended work day or 12 hours off at a mutually agreed time; for which she will be paid 12 hours pay at her basic rate of pay; or

(b) by mutual agreement, a day or hours off added to the Employee's next annual vacation.

(c) Failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid 12 hours at her basic rate of pay.

(d) Employee's obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at the applicable overtime rate of pay plus:

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

(ii) by mutual agreement, a day added to the Employee's next annual vacation; or

(iii) failing mutual agreement of the alternate day off to be scheduled within thirty (30) calendar days following the Named Holiday, the Employee will be paid 12 hours at her basic rate of pay.

14.16

Sick Leave

(a) Amend Article 22.02 to read:

22.02 An Employee shall be allowed a credit for sick leave from the date of employment at the rate of eighteen (18) hours for each full month of employment to a maximum credit of one thousand four hundred forty (1440) hours.

In the case of:

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

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

(b) Amend Article 22.03 to read:

22.03 When an Employee has accrued the maximum sick leave credit of one thousand four hundred and forty (1440) hours, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time, she shall recommence accumulating sick leave credits.

14.17

Leave of Absence

(a) Amend Article 24.05(a) and (b) to read:

- (a) (i) 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, including common-law and/or same-sex relationship, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, grandparent, grandchild, guardian or fiancée).

- (ii) The Employee shall be paid for the first three (3) calendar days, to a maximum of thirty-six (36) paid hours. The Employer may extend bereavement leave by up to two (2) additional days, to a maximum of twenty-four (24) paid hours, where travel is required. Bereavement leave may include normal days off and/or vacation but no additional payment is due therefore.
 - (c) 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 a maximum of twelve (12) hours paid, to attend the funeral services.
- (b) Amend Article 24.07(a) to read:
 - 24.07 (a) The Parties recognize that an Employee may be unable to report to work due to unanticipated circumstances of pressing necessity which require the Employee's personal attention and which may include illness in the Employee's immediate family. The Employer shall approve special leave in such circumstances to a maximum of four (4) days to a maximum of forty-eight (48) paid hours without loss of pay in each calendar year.

ARTICLE 15

SALARIES

- 15.01 The basic rate of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 15.02 Wage rates are effective on the dates specified in the Wage Schedule.
- 15.03 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) Full-time, Part-time and Casual Employees in General Support Classifications upon the completion of the probationary period of four hundred and fifty (450) hours and further increments upon the completion of one thousand nine hundred fifty (1950) hours paid, exclusive of overtime hours.
 - (b) Full-time, Part-time and Casual Employees hired as Health Care Aide and Licensed Practical Nurse upon the completion of the probationary period of four hundred and fifty (450) hours and further increments upon the completion of one thousand nine hundred fifty (1950) hours paid, exclusive of overtime hours.

Hours worked counted towards an Employee's next increment include hours worked as follows:

 - (i) regular shifts;

- (ii) relief or extra shifts;
- (iii) paid education shifts;
- (iv) paid Named Holidays and worked Named Holidays;
- (v) paid Vacation days;
- (vi) all paid absences;
- (vii) paid shift trades.

15.04 Recognition of Previous Experience

- (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 fifty (1950) hours.

15.05 Transfers

When an Employee 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.

15.06 Pay for Meetings

Employees required by the Employer to attend 'attendance required' meetings, or staff meetings, or 'in service' meetings, or disaster plan exercises or committee meetings (except as provided in Article 31 shall be paid at the applicable rate of pay for attendance at such meetings.

Except as otherwise provided in this Collective Agreement, an Employee (or her alternate) who is a Member and is required by the Employer to attend meetings of a Committee established by the Employer, shall be paid at the basic rate of pay for attendance at such meetings.

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

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

15.09 Job Classifications

An Employee may request from the Employer a copy of the job description for her position and the Employer shall provide the description within two (2) working days of the request.

No Employee shall be required to work outside their classification except in the case of an emergency or as mutually agreed in writing between the Union and the Employer.

- (a) When an Employee is appointed to a position in a classification with a higher end rate than her present classification, she shall be advanced to the next pay step that provides her with an increase in her basic rate of pay.
- (b) When an Employee has applied for and has been accepted for a position in a classification with an end rate that is less than her present classification, she shall be assigned to the pay step in the lower pay range that causes the least amount of reduction in her present basic rate of pay.

When an Employee is transferred to a classification with a higher rate of pay, she shall be advanced to the corresponding Step for the higher classification provided that the Trial Period in the new position is successfully completed.

When an Employee is transferred to a classification with a lower rate of pay, her salary shall be adjusted immediately to the basic rate she would have been entitled to, had she been on the lower rated classification from commencement of employment in the Bargaining Unit.

In the event that the Employer varies the duties of a job classification substantially, the Union may apply for a determination as to whether a new classification has been created.

15.10 Auxiliary Nursing Classifications

- (a) Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act, Alberta Regulation 81/2003*, Licensed Practical Nurse Profession Regulation shall be employed as a Licensed Practical Nurse.
- (b) Only Employees entitled to designation/certification or deemed competent as a Health Care Aide shall be employed as a Health Care Aide.

15.11 (a) Overpayment

- (i) Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options.
- (ii) By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to five percent (5%) of the Employee's gross earnings per pay period.

(b) Underpayment

Should the Employer issue an Employee an underpayment of wages and/or entitlements, then the Employer shall make the necessary monetary or entitlement adjustments within 5 calendar days and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an underpayment has been made and discuss payment options with interest.

ARTICLE 16

PREMIUMS

Effective the date of ratification:

16.01 Shift Differentials

Licensed Practical Nurses (LPN) and Health Care Aides (HCA) Weekday (Mon-Fri) Premiums

- (a) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the evening shift (1500 – 2300).
- (b) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars and fifty cents (\$2.50) per hour for all hours worked on the night shift (2300 - 0700).

16.02 Licensed Practical Nurses (LPN) and Health Care Aides (HCA) Weekend (Sat-0001hrs to Sun-2359 hrs) Premiums

- (a) In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the day shift (0700 - 1500).
- (b) In addition to their regular rate of pay, Employees shall be paid a premium of three dollars (\$3.00) per hour for all hours worked on the evening shift (1500 - 2300).
- (c) In addition to their regular rate of pay, Employees shall be paid a premium of four dollars (\$4.00) per hour for all hours worked on the night shift (2300 - 0700).

16.03 All other Employee Classification Weekday (Mon-Fri) Premiums

In addition to their regular rate of pay, Employees shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between (1900 – 0700).

16.04 All other Employee Classification Weekend (Sat-0001hrs to Sun-2359 hrs) Premiums

In addition to their regular rate of pay, Employees shall be paid a premium of two dollars (\$2.00) per hour for all hours worked between 0001Hrs Saturday and 2359Hrs Sunday.

ARTICLE 17

OTHER COMPENSATION/PAY

Effective the date of ratification:

17.01 Preceptor Pay

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

17.02 Practicum Pay

- (a) An Employee (ex. Unit Clerk/ Health Care Aide) assigned by the Employer to act as a Mentor (Preceptor) for students in the (ex. Unit Clerk/Health Care Aide) program shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.
- (b) "Practicum" shall mean an Employee who is assigned to supervise, or educate or evaluate students in the (examples- Unit Clerk/ Health Care Aide/ RN undergrad) program.

17.03 In- Charge Pay/ Responsibility Pay

The In-Charge Pay Premium will be applicable to an Employee who is employed as and working in her professional capacity as a Licensed Practical Nurse or Health Care Aide; and who has been assigned by an Exempt Supervisor/Manager of the Employer to perform the functional In Charge Responsibilities of a Unit.

In recognition of this assigned In Charge/ Responsibility role, a Licensed Practical Nurse or Health Care Aide will be paid a Charge Pay Premium of one dollar (\$1.00) per hour.

ARTICLE 18

UNION STEWARDS

- 18.01 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.
- 18.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 18.03 A list of Union Stewards shall be supplied by the Union to the Executive Director. The Executive Director shall be advised in writing of any change to the list. The list shall be updated by the Union annually.
- 18.04 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.
- 18.05 Union Representatives Leave
- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.
 - (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
 - (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.
 - (d) One (1) Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

- (e) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

18.06 Negotiations

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

ARTICLE 19

STAFF PARKING

19.01 Employees shall be provided with parking during their working hours.

19.02 Staff parking shall be at no cost to the Employees and will be administered in accordance with the Employer's policy on parking.

ARTICLE 20
NAMED HOLIDAYS

20.01 The following are the Named Holidays:

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

August Civic Day;

And in addition (1) Floater holiday (to be determined by the Employee)
and any day proclaimed to be a holiday by

- (i) the Government of the Province of Alberta and/or
- (ii) the Government of Canada.

Further, any day proclaimed by the government of the municipality to be
a civic holiday for general observance by the municipal community.

Any of the following faith based named holidays:

Good Friday
Christmas Day

may be exchanged within the same calendar year for any religious
holiday of ones' own faith at the request of the Employee.

The Employee shall provide at least twenty-one (21) calendar days' notice
of the request.

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

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

20.03 Regular Full-time Employees and Regular Part-time Employees shall be entitled
to a day off with pay on a Named Holiday.

A Regular Full-time Employee and Regular Part-time Employees required by the
Employer to work on a Named Holiday shall be paid for all hours worked on a
Named Holiday at one point five times (1.5 X) the basic rate of pay, plus:

- (a) the Employee may request payment for such day at the basic rate of pay;
 - (b) an alternate day off at a mutually agreed time to be used within a ninety (90) day period after the holiday; or
 - (c) failure to mutually schedule the lieu day will result in the Employer paying an additional day.
- 20.04 When a paid holiday falls on a day that would otherwise be a Regular Full-time Employee's and Regular Part-time Employee's regularly scheduled day off, the Employee shall receive an alternate day off with pay as outlined in Clause 20.03 above.
- 20.05 When a Named Holiday falls during a Full-time Employee's and Regular Part-time Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as per Article 20.03 above.
- 20.06 An Employee shall not be entitled to payment for a Named Holiday or a day off in lieu thereof when the Employee is:
- (a) on layoff;
 - (b) in receipt of Workers' Compensation benefits;
 - (c) on an unpaid leave of absence;
 - (d) on other leaves of absence in excess of fifteen (15) days;
- 20.07 Nothing in this Article shall prevent the Employee and the Employer from agreeing to any combination of time and one half plus a day in lieu or a day's pay and time and one half in lieu for Full-time Employees and Regular Part-time Employees who work on any of the paid holidays in Clause 20.01.
- 20.08 All attempts will be made to ensure that if a person worked Christmas day, they will have New Year's Day off. All attempts will be made to alternate Christmas day and New Year's Day from year to year. The Employer will endeavour to accommodate all requests in a fair and equitable manner.

ARTICLE 21

ANNUAL VACATION

- 21.01 For the purpose of this Article, "Vacation" means vacation with pay.
- 21.02 Vacation Entitlement for Regular Employees, during each year of continuous service in the employ of the Employer, a Regular Employee shall earn entitlement to a vacation with pay and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such services as follows:
- (a) During the first (1st) through fourth (4th) year of such employment, an Employee earns a vacation entitlement of two (2) weeks or applicable hours (for example- 12 hour extended work day) and four percent (4%) of gross earnings;

- (b) During each of the fifth (5th) through seventh (7th) years of employment, an Employee earns a vacation entitlement of three (3) weeks or applicable hours (for example- 12 hour extended work day) and six percent (6%) of gross earnings;
- (c) During the eighth (8th) year of employment and beyond, an Employee earns a vacation entitlement of four (4) weeks or one hundred and applicable hours (for example- 12 hour extended work day) and eight percent (8%) of gross earnings.

21.03 Vacation with pay shall not accrue during periods while:

- (a) on layoff;
- (b) on unpaid absence during which she is in receipt of WCB benefits;
- (c) on leave of absence in excess of fifteen (15) calendar days for any reason.

21.04 Time of Vacation

All vacation shall be taken at a mutually agreeable time. The Employer shall post the vacation schedule planner from April 15th to May 15th of each year. Where an Employee submits her vacation preference by May 15th of that year, approval shall be granted in writing by order of seniority by June 1st of the same year; and Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.

For the purposes of this agreement the annual vacation year is from June 1st to May 31st.

When an Employee submits a request in writing after May 15th for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) days of the request.

An Employee who does not select vacation on the schedule planner may take vacation at a time approved by the Employer and not in conflict with the Employees who have selected on the vacation planner.

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

21.06 The Employer shall advise an Employee of her accrued vacation entitlements on her biweekly pay stub.

21.07 Vacation Pay on Termination

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

21.08 Vacation Carry Forward

Effective on the date of ratification:

Employees who have completed two (2) years of service, will be permitted to carry forward (carry over) a maximum of five (5) days vacation to be added to the next years vacation allotment, if written notice is given to the Employer by October 31 of each calendar year.

The five (5) days vacation carry forwarded must be used within one (1) calendar year from the date requested.

If the five (5) days vacation carry forwarded is not used by October 31 of the following calendar year, the Employer shall have the right to schedule the vacation on behalf of the Employee.

ARTICLE 22

SICK LEAVE

22.01 Sick leave is for the sole purpose of protecting full-time and regular part-time employees from loss of income when legitimately absent due to a non-occupational illness or disability.

22.02 Full-time Employees who have completed their probationary period shall be credited with twelve (12) sick leave days and Part-time Employees who have completed their probationary period shall be credited with eight (8) sick leave days per year.

Full-time employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of one (1.0) day per month worked to a maximum of twelve (12) working days per year.

Regular part-time employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of zero point sixty-six (0.66) days per month worked to a maximum of eight (8) working days per year.

The Employee may carry over any unused sick days to the next year.

22.03 Subject to the above, Employee granted sick leave shall be paid for the period of such leave at the basic rate of pay and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.

22.04 Wage replacement will commence upon the first (1st) day of illness or disability.

22.05 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall with the approval of the Employer be placed on leave of absence without pay provided the illness is verifiable.

22.06 Any eligible employee claiming sick leave under this Article shall notify the Employer at least three (3) hours before the employee would normally report for work. It is understood that the employee shall supply a medical certificate to the Employer for periods of illness or disability, should the request for sick leave exceed two (2) or more days and may be required on the first (1st) day of illness or disability.

22.07 Casual employees will not be entitled to sick leave.

ARTICLE 23

WORKERS' COMPENSATION

23.01 Workers' Compensation Board coverage will be provided by the Employer for all Employees. In accordance with the Income Tax Act, Workers' Compensation benefits are not taxable.

23.02 Employees shall not be paid for sick leave benefits when they are absent from work and drawing Workers' Compensation. An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accrue sick leave credits and vacation entitlements during the period of absence, but will accrue seniority to a maximum of one (1) year.

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

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

23.05 The Employee shall keep the Employer informed of the progress of her condition on an on-going basis.

ARTICLE 24

LEAVE OF ABSENCE

24.01 General Conditions

- (a) Requests for a leave of absence, without pay or benefits of Employer contributions will, where possible, be made in writing to the proper officer of the Employer four (4) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer (not unreasonably denied). Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.

- (b) During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 31, provided that the Employee makes prior arrangements to pay full premium costs. Employees shall provide post-dated cheques for the premium costs. In the event of failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the Underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate her position, except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.

Employees granted leave of absence shall be required to use up accumulated vacation entitlement prior to returning to duty.

24.02

- (a) Maternity Leave
 - (i) An Employee who has completed fifty-two (52) weeks of continuous employment shall, upon her written request, providing at least twenty-eight (28) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the estimated date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith. Such leave shall be without pay and benefits, except for the portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave. The Maternity Leave to which a pregnant Employee is entitled is a period of not more than fifteen (15) weeks, however, the Employee may combine the period of maternity with entitlement under Parental Leave, for a total period of fifty-two (52) weeks. Maternity leave shall not exceed fifty-two (52) weeks unless mutually agreed between the Employer and the Employee.
 - (ii) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part of or all the period of the extension.

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

24.03

Parental or Adoption Leave

- (a) An Employee who has completed fifty-two (52) weeks of continuous employment shall upon written request, giving twenty-eight (28) calendar days' notice before making application for Parental or Adoption Leave, be granted leave without pay for up to thirty-seven (37) weeks.
- (b) Where the Employee is unable to comply with (a), the Employee may commence adoption leave upon one (1) day's notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) (i) Subject to section (ii) an Employee granted adoption/parental leave shall provide the Employer with twenty-eight (28) calendar days notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.

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

24.04 Court Appearance

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

24.05 Bereavement Leave

- (a) In the event of a death of an immediate family member as defined below, an Employee shall be entitled to receive three (3) consecutive paid working days bereavement leave with pay for regularly scheduled shifts lost from work during the period of mourning.

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

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

An employee may request that Bereavement Leave be divided into three (3) periods. Such request is subject to the approval of the Employer. In no circumstances, however, shall an employee be eligible for more days off with pay than she would have been eligible to receive had the Bereavement Leave been taken in one (1) undivided period.

24.06

Compassionate Care Leave

- (a) Effective upon written notice of ratification of the agreement by the parties, when a regular Employee with a qualified person in the end-stage of life, who is dying or at significant risk of death within six (6) months, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of up to six (6) weeks. Qualified person means an immediate family member defined as mother, father, spouse including fiancé(e) or child in accordance with the compassionate care benefit under Employment Insurance legislation.
- (b) In order to qualify for leave under this provision, the employee shall meet the eligibility requirements of the Employment Insurance regulations.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

A Regular Employee shall continue to be covered according to the Health Benefit plan and policy conditions throughout the period of Leave Without Pay. Premium contributions shall continue to be paid by the Employee for a leave of absence of up to six (6) weeks. Following this period, the Employee shall be responsible for the full payment of all premiums.

24.07

Special Leave

- (a) The Parties recognize that an Employee may be unable to report to work due to unanticipated circumstances or a pressing necessity and which may include illness in the immediate family. Each calendar year, an Employee shall be entitled to four (4) special leave days without loss of pay by utilizing vacation entitlements.

If no vacation entitlements remain, the employee is entitled to the special leave without pay as an unpaid leave of absence.
- (b) Immediate family is defined as the spouse (including common-law and same-sex partner), child, parent, and grandparent.
- (c) The Employee shall inform the Employer of such with as much advance notice as possible.
- (d) The Employee may be required to submit satisfactory proof.

ARTICLE 25

TEMPORARY EMPLOYEES

25.01

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

25.02

Employee Health Benefits Plan

The provisions of Article 34, Employee Health Benefits Plan, shall apply to Temporary Employees after the completion of six (6) months of continuous services, and whose regular hours of work exceed twenty (20) hours per week averaged over one complete cycle of the shift schedule.

25.03 Layoff and Recall

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

ARTICLE 26

CASUAL EMPLOYEES

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

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

26.03 A Casual Employee who has provided the Employer with her availability and who does not accept shifts for a two (2) consecutive months will be terminated due to position abandonment.

26.04 When a Casual Employee is not notified in advance that a shift has been cancelled and reports for work, the Employee will be paid four (4) hours at the basic rate of pay. The Employer may require the Employee to perform work during that time.

26.05 A Casual Employee required to work on a Named Holiday shall be paid at one point five times (1.5X) her basic rate of pay for all hours worked.

26.06 Casual Employees shall be paid four percent (4%) of their regular earnings paid at the basic rate of pay as vacation pay on each bi-weekly pay period.

26.07 Appointments, Transfers and Promotions

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

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

26.08 Casual Employees do not accrue seniority.

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

26.10 Regular hours of work for a Casual Employee are up to seven point five (7.5) hours per day, exclusive of meal periods. Casual Employees are not eligible for overtime until they have worked more than seven point five (7.5) hours in a day, exclusive of meal periods or seventy-five (75) hours in a bi-weekly pay period.

26.11 In addition to the foregoing, the following provisions of this Collective Agreement do not apply to Casual Employees: Leaves of Absence, Annual Vacation, Named Holidays, Sick Leave, and Benefits.

ARTICLE 27

LAYOFF, RECALL AND SEVERANCE

27.01

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.

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.

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. No full time employee within the bargaining unit shall be laid off by reason of her/his duties being assigned to one or more part time employees.

In the case of a layoff, the Employer will:

- (i) Advise the Union, in advance, of the need to reduce hours or the number of Employees.
- (ii) Meet with the Union to discuss ways to mitigate the effects of the layoff, including the possibility of voluntary layoff or other solutions.
- (iii) During the above meeting the Employer and Union will agree to a process to be used during the layoff.

Sample Layoff Procedure

Step 1 – Discuss proposed layoff procedure with Union Representative.

Step 2 – Provide Union with bi-weekly reductions of hours per classification.

Step 3 – Provide the Union with revised blank schedules (of classifications that are directly affected or could be affected). Any concerns with proposed schedules are reviewed and discussed.

Step 4 – Provide the Union with an updated Seniority List.

Step 5 – Employees are informed of the reductions and explained the layoff process.

Step 6 – Management and the Union will set a date for employees to pick their position.

Employees will be scheduled in appropriate time intervals in accordance with the updated seniority list (most senior first) in order to allow the employee sufficient time to make their choice. Employees will be entitled to either indicate their choice using the procedure above or accept the layoff.

Both management and union representatives will be present at the meeting.

The employees will also have the choice of coming in or providing a number where they can be reached at their set time. Employees put their name down on any available position (providing qualified).

Step 7 - Employees with no available positions would receive their required working notice period or pay in lieu of notice.

Step 8 - At the conclusion of this notice period the new schedule becomes active.

27.02

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 the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

27.03

Employee Benefit Coverage During Layoff

- (a) The Employer shall make payment for its share of the full premium of benefits on behalf of a laid off Employee for a maximum of one (1) month's premium.
- (b) Employees laid off for more than one (1) month may, with the assistance of the Employer, make prior arrangements for payment of the full premiums of the benefits for a maximum of three (3) months.

27.04

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 who are on layoff, who are capable of performing the work available.

27.05 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. Seniority shall not accumulate while an employee is on layoff.

24.06 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.

27.07 Casual Shifts

(a) Regular Employees who have been reduced in regular hours of work through the application of Article 24, and Employees on layoff shall indicate in writing on a monthly 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.

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

27.08 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 at the rate of one (1) week per year to a maximum of eight (8) weeks.

ARTICLE 28

DISCIPLINE, DISMISSAL AND RESIGNATION

28.01 An Employee may be disciplined or dismissed for just cause.

In the event an Employee is given a written warning, it shall be within ten (10) days of the date the Employer concludes their investigation. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

28.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union (Membership Services Officer) within five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date that the Employer concludes their investigation. When action involves a suspension, the notice shall specify the time period of the suspension.

- 28.03 The Employer will schedule a disciplinary discussion or investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice. The Employer will advise an Employee of their right to be accompanied by a Union Representative at such discussions or investigations.
- 28.04 An Employee that is to be interviewed with regards to an incident that may lead to disciplinary action shall be given twenty-four (24) hours notice of the time and location of such interview.
- 28.05 An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware.
- 28.06 In the event an Employee is reported to her licensing body by the Employer, the Employee shall be so advised, and a written copy shall be forwarded to the Union.
- 28.07 An Employee absent for three (3) consecutive work days without notifying the Employer, shall be considered to have vacated her position except where the Employee subsequently provides reasons acceptable to the Employer.
- 28.08 Fourteen (14) calendar days notice in writing shall be given by the Employee resigning from the Employer.

ARTICLE 29

OCCUPATIONAL HEALTH & SAFETY

- 29.01 A Committee will be established to consider matters of Occupational Health and Safety.
- 29.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.
- 29.03 The Committee shall be established and the Union will have the right to designate three (3) members of the bargaining unit as a member of this committee.
- 29.04 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.
- 29.05 The Employer agrees to abide by the terms of the Occupational Health and Safety Act.
- 29.06 An Employee's rights shall be respected in accordance with the Occupational Health and Safety Act.

ARTICLE 30

GRIEVANCE PROCEDURE

30.01 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 30.05 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 30.05 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 30.01(a), (b) and (c) and Article 30.05 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.

30.02 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.

30.03

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 Executive Director or her designated alternate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day with no loss of basic pay for a participating Employee.

30.04

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 20.
- (b) Should the Employee or the Union fail to comply with any time limit in this Article, the grievance will be considered to be abandoned, unless the parties have mutually agreed in writing to extend the time limits.
- (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.

30.05

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 Executive Director 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 Executive Director 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 Executive Director or designate, submit the grievance in writing to the Regional Director Operations 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 31

EMPLOYEE MANAGEMENT ADVISORY COMMITTEE (EMAC)

- 31.01
- (a) An Employee Management Advisory Committee (EMAC) shall be established. The EMAC shall meet at least three (3) times a year.
 - (b) The Local/Chapter Representative of the Union shall provide the names of up to three (3) elected Employees and the Employer shall provide the names of up to three (3) appointed Representatives to sit on the EMAC.
 - (c) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees and other matters related to employment, not covered within the Collective Agreement.
 - (d) An Employee shall be paid her basic rate of pay for attendance at these Committee Meetings.
 - (e) Additional meetings can be called upon mutual agreement between the Union and the Employer.
 - (f) The chairing of the meetings shall be rotated between the Employer and the Union.

ARTICLE 32

ADMINISTRATION OF MEDICATIONS BY HEALTH CARE AIDES

- 32.01
- A Health Care Aide assigned by the Employer to administer medications shall receive an additional one dollar (\$1.00) per hour.

The Employer reserves the right to determine which Employees will administer medications and will give consideration to those Employees who express interest in participation in this program.

ARTICLE 33

UNIFORMS

- 33.01 The Employer will supply Uniforms as identified below:
- (a) Dietary Aide
The Employer will supply and launder aprons and ties for all Dietary Aide.
 - (b) HCAs and LPNs
The Employer will supply and repair tunics and vests for all HCAs and LPNs.
 - (c) Housekeepers
The Employer will supply and launder tunics for all housekeepers.
 - (d) Cooks
The Employer will supply and launder jackets to all cooks.
- 33.02 The Employer will discuss with the Union any changes to Employee uniforms prior to implementation.
- The Employer will consult with each Employee with respect to revisions or restrictions concerning the uniform policy.
- 33.03 The Employer shall provide a letter to each Employee annually, confirming uniforms are a condition of employment and any expenses or costs incurred by the Employee shall be subject to Canada Revenue Agency tax considerations.
- The Employer will provide a letter to each Employee confirming uniforms/ apparel/footwear as a condition of employment in order to facilitate tax-deductible provisions.

ARTICLE 34

EMPLOYEE HEALTH PLAN AND INSURANCE BENEFITS

- 34.01 Regular Employees who are regularly scheduled to work twenty (20) or more hours per week, are eligible to participate in the benefits plans. Regular Employees who are not enrolled in the benefit plans as of the date of ratification will have sixty (60) days from the date of ratification to join the benefit plans.

34.02

The Employer will provide the following benefit plans:

- (a) A Health Benefit Plan which provides for (i) reimbursement for eighty percent (80%) for all medications and supplies prescribed by a physician or dentist, and (ii) reimbursement for services provided by registered paramedics including chiropractor, osteopath, naturopath, podiatrist, physiotherapist, massage therapist, speech therapist, and psychologist, to an annual maximum of \$250 per type of paramedic practitioner. Benefit coverage will cease on the earlier of termination of employment or retirement.

Direct billing payment by drug card (electronic provision) for all eligible physician or dentist prescribed medication that legally requires a prescription. Mandatory generic substitutions apply. The dispensing fee will be capped at seven dollars and fifty cents (\$7.50 per prescription).

- (b) A Dental Plan which provides one hundred percent (100%) reimbursement of eligible basic services (including maintenance check ups, fillings, x-rays, oral surgery, endodontics, periodontics and denture repairs), including current eligible Major Restorative Services (including Orthodontic Services), for the Employee's current yearly costs. Benefit coverage will cease on the earlier of termination of employment or retirement.

- (c) LIFE INSURANCE AND AD&D INSURANCE

Group life insurance and accidental death and dismemberment insurance, each in the amount of \$30,000. Benefit coverage will cease on the earlier of termination of employment or attaining the age of 65.

34.03

The Employer shall pay seventy percent (70%) and the Employee shall pay thirty percent (30%) of the premiums for the benefits plans.

34.04

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

34.05

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

ARTICLE 35

BULLETIN BOARD SPACE

35.01

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 36

NO CONTRACTING OUT

- 36.01 The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual employees results from such contracting out.

ARTICLE 37

REGISTRATION FEES

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

ARTICLE 38

REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

Effective January 1, 2018

- 38.01 The Employer shall provide and administer with ManuLife (Policy #20002975) contributions to an RRSP program to include the following:
- 38.02 Employees in positions of zero point thirty-nine (0.39) FTE or greater are eligible to participate in this plan.
- 38.03 Employees may contribute up to eighteen (18%) of their earnings to the RRSP in accordance with Government of Canada Revenue Agency (CRA) Regulations.
- 38.04 The Employer will deduct from eligible Employee's an amount up to the equivalent of percentage outlined below, of the Employee's gross earnings of each pay period to be placed directly into an RRSP account.
- 38.05 The Employer will match the Employee's contributions to a maximum of two percent (2%) to be placed directly into the RRSP plan.
- 38.06 On a bi-weekly basis, the employer and each Employee will contribute to the RSP account on all hours paid during the pay period and the Employer will deposit the contributions into the account of the employee bi-weekly.
- 38.07 Employees may make additional contributions on a voluntary basis up to the Canada Revenue Agency limits. Such voluntary contributions will not require any additional contributions by the Employer.
- 38.08 Withdrawals from employee and employer required contributions are not permitted unless an employee retires, terminates employment or dies in-service. Withdrawals from voluntary contributions are permitted subject to withholding tax and administration fees.

SALARY SCHEDULES

AUXILIARY NURSING

Step	1	2	3	4	5	6	7	8	9
Hours	Start	451	1951	3901	5851	7801	9751	11701	13651+
Health Care Aide									
01-Jan-2015	18.40	19.35	20.00	20.58	21.26	21.73	22.38	23.05	
Licensed Practical Nurse									
01-Jan-2015	25.07	26.03	26.79	27.27	27.80	28.57	29.57	30.77	31.99

SALARIES SCHEDULES INCREASE

THE RATES OF PAY FOR CLASSIFICATIONS WILL BE INCREASED BASED UPON THE FOLLOWING AGREED SALARY SCHEDULES.

Effective Date

Jan. 1, 2016

Increase each rate of pay in the salary schedule by two (2%) percent above 2015 rates of pay;

Jan. 1, 2017

Increase each rate of pay in the salary schedule by two (2%) percent above 2016 rates of pay;

Jan. 1, 2018

Increase each rate of pay in the salary schedule by two (2%) percent above 2017 rates of pay;

RETROACTIVITY

ALL COMPENSATION RETROACTIVE TO DATES AS TABLED BY AUPE

All compensation matters are retroactive to January 1, 2016 except as provided for in the collective agreement. The parties shall agree upon all adjustments and retroactivity within thirty (30) days of ratification. All payments shall be retroactive and made to employees within sixty (60) days of ratification.

Any Employee whose employment has terminated prior to the date of ratification, will not be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment.

SALARY SCHEDULES
GENERAL SUPPORT SERVICES

Hours	0-450	451+
Cook		
01-Jan-2015	19.92	20.42
Dietary Aide**		
01-Jan-2015	13.83	14.18
Housekeeping Aide		
01-Jan-2015	14.70	15.43
Supervisor*		
01-Jan-2015	17.26	17.70
Activity Aide/Bus Driver		
01-Jan-2015	15.52	15.91
Receptionist**		
01-Jan-2015	13.60	13.94

THE RATES OF PAY FOR CLASSIFICATIONS WILL BE INCREASED BASED UPON THE FOLLOWING AGREED SALARY SCHEDULES.

Effective Date

Jan. 1, 2016	Increase each rate of pay in the salary schedule by two (2%) percent above 2015 rates of pay;
Jan. 1, 2017	Increase each rate of pay in the salary schedule by two (2%) percent above 2016 rates of pay;
Jan. 1, 2018	Increase each rate of pay in the salary schedule by three percent (3%) percent above 2017 rates of pay;

RETROACTIVITY --ALL COMPENSATION RETROACTIVE TO DATES AS TABLED BY AUPE

All compensation matters are retroactive to January 1, 2016 except as provided for in the collective agreement. The parties shall agree upon all adjustments and retroactivity within thirty (30) days of ratification. All payments shall be retroactive and made to employees within sixty (60) days of ratification. Any Employee whose employment has terminated prior to the date of ratification, will not be eligible to receive retroactively any increase in salary which she would have received but for the termination of employment.

Classification		Expired	Jan. 1/16 2%	Jan.1/17 2%	Jan.1/18 General: 3% LPN/HCA: 2%	Oct.1/18 Special Adjustment
Cook – 71	0-450hrs	19.92	20.32	20.73	21.35	
	451+hrs	20.42	20.83	21.25	21.89	
Dietary Aide** - 74	0-450hrs	13.83	14.11	14.39	14.82	15.00
	451+hrs	14.18	14.46	14.75	15.19	15.38
Housekeeping Aide – 40	0-450hrs	14.70	14.99	15.29	15.75	
	451+hrs	15.43	15.74	16.05	16.53	
Supervisor* - 70	0-450hrs	17.26	17.61	17.96	18.50	
	451+hrs	17.70	18.05	18.41	18.96	
Activity Aide – 31	0-450hrs	15.52	15.83	16.15	16.63	
	451+hrs	15.91	16.23	16.55	17.05	
Bus Driver – 44	0-450hrs	15.52	15.83	16.15	16.63	
	451+hrs	15.91	16.23	16.55	17.05	
Receptionist** - 13	0-450hrs	13.60	13.87	14.15	14.57	15.00
	451+hrs	13.94	14.22	14.50	14.94	15.38

NOTE:

* Supervisor means the lead hand person in each support department like dining room, housekeeping and reception replacing former Dining Room Supervisor classification.

** Effective Oct.1, 2018, the Receptionist classification Step 1 and Step 2 rates and the Dietary Aide classification Step 1 rate will equal the minimum wage of \$15/hr or greater.

Additionally, Step 2 of the Receptionist classification and Step 2 of the Dietary Aide classification will be adjusted to maintain the same percentage difference between Step 1 and Step 2 (2.5% differential).

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

ON BEHALF OF REVERA INC

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES

REGIONAL DIRECTOR OF OPERATIONS

PRESIDENT

DATE

DATE

LETTER OF UNDERSTANDING
BETWEEN
EDGEMONT RETIREMENT RESIDENCE
(REVERA INC.)
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES
LOCAL 048/015
RE: Scheduler Position

Upon the date of ratification, the Parties agree that the person performing the duties of Scheduler will receive an additional of one dollar (\$1.00) per hour above the top wage on the grid of the HCA classification.

ON BEHALF OF REVERA INC

ON BEHALF OF ALBERTA UNION
OF PROVINCIAL EMPLOYEES

REGIONAL DIRECTOR OF OPERATIONS

PRESIDENT

DATE

DATE