

SOURCE	Union		
WAGES EFF.	97	04	01
TERM.	2000	03	31
No. Of EMPLOYEES	240		
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CARE CENTRE

AGREEMENT

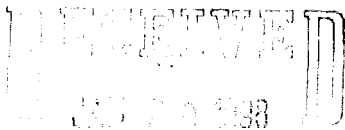
Between

BETHANY NURSING HOME OF CAMROSE, ALBERTA
at Rosehaven Care Centre

and

ALBERTA UNION OF PROVINCIAL EMPLOYEES
Local 057/001

April 01, 1997 - March 31, 2000



09941(02)

THIS COLLECTIVE AGREEMENT made this ____ day of _____, 1997.

BETWEEN:

BETHANY NURSING HOME OF CAMROSE, ALBERTA

AT ROSEHAVEN CARE CENTRE

(hereinafter called "The Employer")

OF THE FIRST PART

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

On behalf of Local 057/001

(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS Bethany Nursing Home of Camrose, Alberta at Rosehaven Care Centre is an "Employer" pursuant to the Code, as amended.

The Parties agree with each other as follows:

ARTICLE 1: DEFINITIONS

1.01 In this Collective Agreement unless the context otherwise requires:

- (a) “Code” means The Labour Relations Code, Chapter L-1.2, Consolidated August 20, 1991 or **as** such Act may be amended from time to time **as** the case requires;
- (b) “Union” means The Alberta Union of Provincial Employees;
- (c) “Local” means Local 057/001 of the Alberta Union of Provincial Employees;
- (d) “Employer” shall mean, in addition to the Board, such officers **as** may, from time to time, be appointed or designated by the Employer to carry out its administrative duties;
- (e) “Employee” means any person employed in a job classification within the bargaining unit and whose service is designated **as**:
 - (i) “Regular Full-time”, an Employee who occupies **an** established full-time position and who has successfully completed the specified probationary period, and has since remained continuously employed **as** a Regular Employee; or
 - (ii) “Regular Part-time”, an Employee who occupies, after the date of signing of this agreement, an established position whose regularly scheduled hours of work are less than the regularly scheduled hours for a full-time position in that classification, and who has successfully completed the specified probationary period, and has since remained continuously employed **as** a Regular Employee; or
 - (iii) “Temporary”, **an** Employee who is:
 - (a) hired to fill a position made temporarily vacant **as** a result of a sickness, injury, approved leave of absence, vacation or Paid Holiday; or
 - (b) one who **is** hired for a period of six (6) months or **less** for a specific job. The term of employment of such Temporary Employee may be extended only by mutual agreement in writing between the Employer and the Union. A Temporary Employee may work either full-time or part-time hours. Temporary Employees do not have a continuing employment relationship with the Employer.
- (f) “Regularly Scheduled” shall mean the scheduling of work in a manner requiring an individual **to** perform the assigned duties ¹ on specific shifts.
- (g) “Anniversary Date”, unless otherwise changed by the operation of the terms of this Collective Agreement, (eg. Reclassification, Maternity Leave) means, for *salary* increment purposes, the date upon which a Regular Full-time Employee commenced full-time employment.
- (h) Throughout this Collective Agreement, a word **used** in either gender applies also in the other and a word used in the singular may also apply in the plural;
- (i) “Vacation” shall mean **annual** vacation at the Basic Rate of Pay;
- (j) “Vacation Year” shall mean the period commencing on the first day of January in one (1) calendar year and concluding on the last day of March in the following calendar year;
- (k) “Basic Rate of Pay” shall mean the wage rate applicable to an Employee **as** specified in Pay Classifications;
- (l) “Working Day” means any day on which an Employee would normally be expected to **b**e at his place of employment;

- (m) “Ad Hoc Position” means a position established for practicum students or for Special Projects, whereby the Employer acts **as** the agent for a funding authority and shall not be included within the scope of this Collective Agreement.
- (n) “Common-law spouse”, for the purpose of this Agreement, shall mean a person of the opposite sex who resides with the Employee and who has been held out publicly **as** his/her spouse for a period of at least one (1) year.
- (o) “~~Shift~~” means a daily tour of duty exclusive of overtime hours.
- (p) “Position” means a group of duties established by the Employer and assigned to **an** employee. A position may be established by the Employer **as** Regular or Temporary, and **as** part-time or full-time, in a manner consistent with the terms of this Collective Agreement;
- (q) “Classification” means a group of positions having sufficient common characteristics that they are assigned a common title and compensation treatment. Current classifications in this bargaining unit at the date of signing of this Collective Agreement are listed in the Pay Classifications appendix to this Collective Agreement.

ARTICLE 2: APPLICATION

- 2.01 **This** Collective Agreement shall not be changed after the effective date hereof save in accordance with the collective bargaining procedure **as** provided in the Code.
- 2.02 Employees shall be compensated for work performed in accordance with the schedule of Basic Rates of Pay **as** set out in Pay Classifications hereof, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 2.03 In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta or the Government of Canada applicable to the Employer, the provision 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.
- 2.04 The Parties agree that negotiations during the life of this Collective Agreement can only be reopened on any part thereof if the opening is mutually acceptable to both Parties.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The Employer reserves all **rights** not specifically restricted or abrogated by the provisions of this Collective Agreement.

ARTICLE 4: RECOGNITION

- 4.01 The Employer recognizes the Union **as** the sole bargaining agent for Employees covered by this Collective Agreement **as** described in the applicable certificate issued pursuant to the Code and amendments thereto.

- 4.02 No Employee ~~shall~~ be required or permitted to make any written or verbal agreement which may be in conflict with the terms of **this** Collective Agreement.
- 4.03 A Union Steward shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Local **as well as** the **rights**, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further that a representative of the Employer may be present at such presentation.

ARTICLE 5: BULLETIN BOARDS

- 5.01 The Employer shall provide access to bulletin boards to be placed in reasonably accessible locations upon which 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. The Employer reserves the right to require that posted material objectionable to the Employer be removed from bulletin boards.
- 5.02 **An** Employee shall have the right to wear or display the recognized insignia of the Union; however, no such insignia larger than a lapel pin shall be worn during working hours, nor shall an insignia be displayed on the Employer's equipment or facilities.

ARTICLE 6: UNION MEMBERSHIP AND ~~AMOUNT~~ OF DUES

- 6.01 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) Membership in the Union ~~shall~~ be voluntary on the part of each Employee. All Employees covered by **this** Agreement who **are** members of the Union or who, in the future, decide **to** become members of the Union ~~shall~~ maintain their membership in the Union during the life of this Agreement.
- 6.02 The Employer will, **as** a condition of employment, deduct from the earnings of each Employee covered by **this** Collective ~~Agreement~~ an amount **equal to** the **dues as** determined by the Union.
- 6.03 Deductions of amounts **equal** to the dues for all Regular Full-time and Regular Part-time, probationary, and Temporary Employees, shall commence with the first (1st) full pay period of employment.
- 6.04 The Union acknowledges that the deductions of amounts equal to the dues does not constitute membership in the Union, and that membership shall continue to be voluntary.
- 6.05 The Union shall **advise** the Employer, in **Writing**, of any change in the amount of dues to be deducted from the Employees covered by **this** Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 6.06 The Employer **agrees** to remit to the Central Office of the Union, the **amounts equal** to the dues that have **been deducted** from the pay of all Employees by the first **(1st)** working day after the fifteen (15th) calendar day **in** the following month. Where **an accounting** adjustment is necessary to correct

an over or under payment of dues, it shall be effected in the succeeding month. Particulars, identifying each Employee in a printed form or magnetic ~~disk~~ showing the Employee number, if available, **starting** date, classification, name and last known address shall also be provided monthly together with the amount deducted from each Employee.

- 6.07 The Employer shall provide the Local Union Office With a monthly list of Employees new to the bargaining unit during the previous month. Such list shall include the Employee's name, **status**, classification and department.
- 6.08 The Employer shall provide to the Local **Union** Office, **on** a monthly basis, a list containing the names of Employees who are current recipients of Long Term Disability benefits.
- 6.09 The Employer shall also provide to the Local **Union** Office, **on a** monthly basis, **a** list of all Employees who are terminated or **on** an unpaid leave of absence of ~~thirty~~ **(30)** calendar days or more.

ARTICLE 7: NEGOTIATIONS

- 7.01 Negotiations shall be conducted in accordance With the provisions of the Code.

ARTICLE 8: EMPLOYEE MANAGEMENT ADVISORY COMMITTEE **(EMAC)**

- 8.01 The Employer and the **Union** agree that there shall be an Employee Management Advisory **Committee** consisting of **a maximum of six (6)** persons, with **equal** representation from the Parties.
- 8.02 It is the ~~function~~ of EMAC **to** consider matters of mutual concern ~~affecting~~ the relationship of the Employer to ~~its~~ Employees, and to advise and make recommendations **to** the Employer and the **Union** with a view to resolving difficulties and promoting harmonious relations between the Employer and its Employees.
- 8.03 The representatives of the Employer **on** EMAC shall be those persons or alternates employed and designated by the Employer ~~from time to time~~.
- 8.04 The representatives ~~of~~ the Union on EMAC shall be those Employees or Employee alternates designated by the Local ~~from time to time~~.
- 8.05 ~~The~~ Parties mutually agree that the representatives of the Employer and the **Union on** EMAC should be the persons ~~in~~ authority to represent their respective membership and should be **as** constant **as** reasonably possible with a **minimum** of alteration or substitution.
- 8.06 The **Chair on** EMAC shall be a representative of the Employer, and the Vice-Chair shall be **a** representative of the Union.
- 8.07 EMAC ~~shall~~ meet at a mutually acceptable hour and date. The Chair and Vice-Chair may mutually call a special meeting to deal with urgent matters.

- 8.08 Either the Employer or the Union may have experts or advisors present at meetings of EMAC to make submissions to or to assist EMAC in the consideration of any specific problem. Each Party shall give the other reasonable advance notice of the anticipated presence of such experts or advisors.
- 8.09 Time spent in meetings of this Committee shall be at Basic Rate of Pay, which shall not be included for purposes of computing overtime.

ARTICLE 9: GRIEVANCE PROCEDURE

9.01 Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of the Union, the Local Union Representative or the designated Union Steward.
- (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 his designated manager, or the Human Resources Manager.
- (c) For the purposes of this Article, "days" shall mean calendar days except Saturdays, Sundays and Paid Holidays.

9.02 Settlement of Differences between the Union and Employer

In the event that a difference arises between the Employer and the Union regarding the interpretation, application, operation, contravention or alleged contravention of this Collective Agreement including any question as to whether the difference can be subject to arbitration, if not resolved through discussion between the Parties, either Party may within twenty (20) days of the act causing the difference or within twenty (20) days of the time when the Party first became aware that a difference had occurred refer the difference for resolution by arbitration pursuant to Step III, Article 9.03.

9.03 Settlement of Differences between Employee and Employer

If a difference arises between the Employer and one (1) or more of its Employees regarding the interpretation, application, operation, or alleged violation of this Collective Agreement or disciplinary action apart from discipline of a minor nature which does not become part of the Employee's personnel file, including any question as to whether the difference can be subject to arbitration, the following sequence of steps shall be followed:

STEP I

- (a) A difference becomes a grievance provided it is reduced to writing specifying the nature of the grievance, the Article(s) of this Collective Agreement upon which the grievance is based and the redress sought and is submitted to the first level of management employee in the Employee's line of supervision within ten (10) days of the date of the occurrence of the act causing the grievance or Within ten (10) days of the time when the Employee first becomes aware that a grievance allegedly had occurred.
- (b) An Employee shall have the right to have a Union Steward present during discussion at this or any subsequent Step.
- (c) The decision of the manager will be issued to the employee in writing within ten (10) days of the grievance hearing with a copy to the Union Steward.

STEP II

- (a) If the grievance is not resolved at Step I, the grievance shall be submitted to the Executive Director within ten (10) days from the date of receipt of the decision by the manager at Step I.
- (b) The Executive Director, or **his** designate, shall issue his decision in Writing to the Employee within ten (10) days of the grievance hearing, with a copy to the **Union** Steward.

STEP III

- (a) If the grievance is not resolved at Step II, either Party may within fifteen (15) days from the date of receipt of the Step II decision and provided the grievance **has** been properly processed according to the provisions of the grievance procedure, notify the other Party in writing of its desire to submit the grievance to arbitration and the notice shall specify the nature of the grievance, the Articles of this Collective Agreement upon which the grievance is based, the redress sought and the name of the first Party's appointee to an Arbitration Board.
- (b) The recipient of the notice shall within ten (10) days inform the other Party of the name of its appointee to the Arbitration Board.
- (c) The two (2) appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairman.
- (d) If the two (2) members fail to appoint a third member within ten (10) days after the day on which the last of the two (2) members is appointed, the chairman shall be appointed pursuant to the Code.
- (e) The arbitration board shall hear and determine the difference and shall issue an award in writing and the decision is final and binding upon the Parties and upon any Employee affected by it. The award of a majority is the award of the arbitration board, but if there is no majority the decision of the chairman governs and shall be deemed to be the award of the board.
- (f) Each Party to the difference shall bear the expense of its respective appointee to the arbitration board and the two (2) Parties shall bear equally the expenses of the chairman.
- (g) The arbitration board by **its** decision shall not alter, amend or change the provisions of this Collective Agreement.
- (h) The hearing will be held **as** soon **as** possible, but under no circumstances commence beyond ninety (90) **days** of the appointment of the chair unless otherwise directed by the Parties.
- (i) The arbitration board shall render a decision within **sixty** (60) days of the completion of the hearing(s).
- (j) The Union and the Employer may agree to extend these time limits if so requested by the arbitration board.

9.04 Subject to Article 13, in the event an Employee alleges that he has been dismissed or disciplined without just cause, he may commence **his** grievance at Step II.

- 9.05 (a) Should the Employer **fail to** comply with any time limits in the grievance procedure, the grievance shall automatically move **to** the next step on the day following expiry of the particular **time limit, unless** the Parties have mutually agreed, **in** writing, to extend the time **limits**.
- (b) In the event that a grievance is not advanced by the Employee to the next step of the grievance procedure before the expiration of the time provided for doing **so**, the grievance

shall be deemed to be abandoned or resolved unless the Parties have mutually agreed in writing to extend the time limits.

- 9.06 The time limits specified throughout the Steps of the Grievance Procedure may be extended by mutual consent in writing between the Union and the Employer.
- 9.07 **An** allegation regarding sexual harassment may be presented in a form similar to a grievance directly to the Executive Director. The decision given by the Executive Director, or his designate, shall be final and binding on all Parties.
- 9.08 The Parties encourage an Employee and **his** supervisor or manager to discuss **a** difference where such discussion could lead **to** the resolution of the difference without the need for **a** grievance.

ARTICLE 10: UNION STEWARDS

- 10.01 The Employer agrees to recognize Employees who are elected or appointed **as** Union Stewards.
- 10.02 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 manager, providing **as** much advance notice **as** possible. Such time **off** shall be granted only upon the approval of the manager, which approval shall not be unreasonably withheld.
- 10.03 Arrangements will be made by the manager to ensure that the Union Steward's absence for **this** purpose, when approved, will result in no loss **of** regular earnings at his basic rate of pay.
- 10.04 The Local agrees that Union Stewards and Employees alike shall not enter into discussions concerning **Union** business during **working time**.
- 10.05 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Stewards.
- 10.06 **A list** of Union Stewards **shall** be **supplied** by the Union to the Employer. The Employer shall be advised promptly in writing of any change in the list.
- 10.07 **The Local shall have** the right at any time to the assistance of Union **Staff** Members when dealing or negotiating with the Employer and when processing **a** grievance. Such representatives **shall** approach **members** at work only when engaged in such activities and provided they have received the approval of the Executive Director or authorized alternate. Such approval shall not be unreasonably denied.

ARTICLE 11: DISCIPLINE

- 11.01 **When** the Employer **takes** disciplinary action **against an** Employee, apart from discipline of a minor nature which **does** not become part of the Employee's personnel file, that Employee shall be informed in writing **as soon as** reasonably possible **as** to the reason(s) for such action.

- 11.02 **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 his personnel file be cleared of any record of the disciplinary action. Such request will be granted providing the Employee's file does not contain any further record of any disciplinary action during that two (2) year period, of which the Employee is aware.
- 11.03 (a) The Employer agrees that access to an Employee's personnel file shall be provided to the Employee, upon written request, once in every year.
- (b) Upon written request, a grievor shall be permitted to review his personnel file in the event of a difference or grievance. **An** Employee shall be given a copy of any documents in such file pertinent to the difference or grievance. He may request a representative of the Union to be present at such time.
- (c) Employees requesting a copy of a document pertaining to a difference or a grievance in his personnel file shall be given such copy provided that he first pays to the Employer a fee to cover the cost of providing such copy. The amount of such fee shall be determined by the Employer.
- 11.04 Any Employee who is to be disciplined, apart from discipline of a minor nature which does not become a part of the Employee's personnel file, shall be entitled to have a Union Steward present at the interview. During such an interview, the Union Steward shall not become involved in discussions other than to advise the Employee of his rights or recommend a course of action to him.
- 11.05 It is the sole responsibility of the Employee and the Union to arrange the attendance of such Union Steward. **If an** Employee requests, he will be allowed a reasonable period of time to arrange the attendance of a Union Steward. When it becomes necessary for a **Union** Steward to leave his job for this purpose he will give his manager as much advance notice as possible. Arrangements will be made by the manager to permit the Union Steward to leave his job for this purpose with no loss of regular earnings at his basic rate of pay, as soon as reasonably possible. Such time off shall be granted only upon approval of the manager, which approval shall not be unreasonably withheld.
- 11.06 **An** Employee who is to be interviewed regarding an allegation of misconduct lodged against that Employee shall be entitled to have a Union Steward or Union Representative present at the interview.
- 11.07 The sole right of the manager to interview third parties, or take action required to maintain order and protection of property, shall not be restricted.
- 11.08 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.
- 11.09 **An** Employee absent for three (3) consecutive working days without good and proper reason will be considered to have terminated his employment with the Employer.

ARTICLE 12: NO DISCRIMINATION

- 12.01 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee by reasons of his membership or nonmembership in the Union or lawful activity in the Union.

13: PROBATION

- 13.01 Prior to being appointed a Regular Full-time, or Regular Part-time Employee, a newly hired Employee shall first serve a probationary period of six (6) months. If a new Employee is unsatisfactory in the opinion of the Employer, the employment of such Employee may be terminated at any time during the probationary period without cause or notice and without recourse to the grievance procedure.
- 13.02 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to one (1) month.
- 13.03 **This** Article shall not apply to Temporary Employees.

ARTICLE 14: SENIORITY

- 14.01 Seniority shall be based on Employee status as Regular Full-time or Regular Part-time.
- 14.02 Seniority for a Regular Full-time Employee shall be established on the basis of service with the Employer commencing with his latest date of continuous regular full time employment.
- 14.03 A Regular Part-time Employee shall accrue seniority in accordance with the number of regularly scheduled hours worked, inclusive of additional shifts worked at the Basic Rate of Pay, commencing from his latest date of continuous employment.
- 14.04 Employees changing status between Regular Full-time and Regular Part-time shall retain their seniority that had accrued in their former status.

ARTICLE 15: LAYOFF AND RECALL

- 15.01 Regular Employees may be laid off in accordance with the provisions of **this** Article.
- 15.02 For purposes of **this** Article the following definitions shall apply:
- (a) "layoff" - a temporary separation from employment with anticipated future recall
 - (b) "similar Employees" - two (2) or more Employees having a common status performing the same or similar functions within a classification, at a location and work unit as determined by the Employer.
- 15.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff for Regular Employees shall be fourteen (14) days.
- 15.04 When similar Employees are to be laid off, the Employer shall layoff such Employees in reverse order of their seniority, providing those retained are qualified and able to perform the work remaining to be done.
- 15.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.

- 15.06 **An** Employee may be recalled only to the position from which **the** Employee was laid off. In determining which of similar Employees are to be recalled to positions within a classification at a location and work unit **as** determined by the Employer, recall shall be on the basis of the seniority of such similar Employees, provided the Employee recalled is qualified and able to perform the work that is available.
- 15.07 An Employee shall be responsible for providing the Employer with his current address for recall purposes.
- 15.08 Seniority is lost, all **rights** are forfeited, and the Employer shall not be obliged to recall **an** Employee:
- (a) when the Employee resigns or employment is properly terminated; or
 - (b) when the Employee does not return to work on recall within three (3) work days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
 - (c) upon the expiry of one hundred and eighty (180) calendar days following layoff during which time the Employee **has** not been recalled to work.
- 15.09 If a Regular Employee has not been recalled within one hundred and eighty (180) calendar days from the date of layoff, he shall be entitled to severance pay in the amount of one and one-half (1½) weeks' pay for each full year of continuous employment to a maximum of twenty-five (25) weeks' pay. Severance pay will not be paid to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated.
- 15.10 **This** Article does not apply to temporary Employees.
- 15.11 An Employee who is laid off under **this** Article and who at the commencement of the layoff is participating in Prepaid Health Benefits pursuant to Article 32 of **this** Collective Agreement may elect to continue existing coverage under these plans during the one hundred and eighty (180) calendar day layoff period. If the Employee elects to maintain coverage he shall submit both the Employer and Employee shares of the premium contributions in a fashion **as** determined by the Employer. If the Employee chooses not to **continue to** submit the total **required** premiums, coverage will cease and the Employee **shall** not be entitled to any benefits under these plans.

ARTICLE 16: JOB OPPORTUNITIES

- 16.01 Vacancies to be filled which fall within the Bargaining Unit will be posted for a period of not less than one (1) week.
- 16.02 All applications delivered in writing to the Employer during such period of posting will be considered. Applicants shall be informed in Writing of their acceptance or rejection **as soon as** possible.
- 16.03 In making selections, **as** a result of a posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. Selections will be based on job knowledge, experience, education, special skills, ability to supervise if applicable, **seniority and other** relevant factors needed to fill the vacancy.

16.04 The Parties may mutually agree to waive application of this Article.

ARTICLE 17: TRANSFERS

17.01 When an Employee is transferred at the sole discretion of the Employer to another unit with no change to classification and **status**, there shall be no change to basic rate of pay, seniority, benefits or other factors.

ARTICLE 18: ACTING INCUMBENTS

18.01 **An** Employee designated by the Employer to temporarily perform the principle duties of a higher paid classification for a period of five **(5)** working days or longer, shall be paid, in addition to **his** Basic Rate of Pay, a premium equal to the differential between the **start** rate of the Employee's classification and the **start** rate of the higher paid classification for the time so worked. The total amount of such payment shall not exceed the **maximum** rate of pay of the higher paid classification.

18.02 **An** Employee designated by the Employer to temporarily perform the principle duties of a classification of greater responsibility outside the scope of the Bargaining Unit for a period of five **(5)** consecutive working days or more shall, in addition to **his** Basic Rate of Pay, be paid a premium to be determined by the Employer.

18.03 **An** Employee designated by the Employer to temporarily perform the principle duties of a lower paid classification within the Bargaining Unit shall not have **his** Basic Rate of Pay adjusted.

ARTICLE 19: RECLASSIFICATION

19.01 Copies of job descriptions and, if applicable, classification specifications, shall be made available within the appropriate **department(s)** and to each appropriate Employee upon request.

19.02 **An** Employee's written **request** to the **Human** Resources Manager for a classification or job review will be dealt with within three **(3)** months of receipt, including written decision **to** the Employee. The review will be based on the job **as** it was on the date of the request for review. The reclassification shall be effective the **first (1st)** of the month of submission to **Human** Resources.

19.03 **An** Employee whose position is reclassified **to** one with a **higher** Basic Rate of Pay shall be advanced to that **step** in the **salary** scale which will grant **him** a **minimum** hourly increase in the amount of the differential between **the beginning** rate of his present classification and the beginning rate of the classification to which he **has** been reclassified. The **total** amount of such payment shall not exceed the maximum Basic Rate of Pay of the **higher** paid classification in which the Employee is reclassified. The anniversary date shall be changed to the **first** of the month in which the reclassification is effective.

19.04 **An** Employee who is reclassified to a more senior position in the Bargaining Unit shall serve a trial period of up to two **(2)** months worked in the new position. During the **trial** period the Employee may either:

- (a) return to **his** former position at his request; or
- (b) be returned to **his** former position;

but in either circumstance, at the sole discretion of the Employer, he may be assigned to a similar position consistent with his abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to promotion, but shall be in the same classification.

- 19.05 (a) **An** Employee whose position is reclassified to one with a lower Basic Rate of Pay, through no cause of his own, shall not have his Basic Rate of Pay altered from the Basic Rate he was earning on the date his position was reclassified until such time **as** the Basic Rate of Pay in the lower employment classification exceeds the Basic Rate of Pay in effect on the date of reclassification, and his anniversary date shall not be changed.
- (b) Where applicable, an Employee so affected shall continue to accumulate entitlement to the job rate of pay in the lower classification.
- (c) It is understood, however, that the foregoing does not apply in the case of Employee demotion for causes relating to job performance or conduct.
- 19.06 (a) When the duties of a classification specification are created or significantly altered by **an** action of the Employer during the life of this Collective Agreement which falls within the Bargaining Unit, the Employer shall give Written notice to the Union of the new or altered classification and the proposed Basic Rate of Pay for such classification within one (1) month.
- (b) The Union may contest the proposed Basic Rate of Pay by sending written notice to the Employer. A notice to contest the Basic Rate of Pay must be sent to the Employer not later than one (1) month from the date of the Employer's notice.
- (c) The Parties shall attempt **to** resolve the Basic Rate of Pay through negotiations. Should the two (2) Parties fail to reach **an** agreement through negotiations, the grievance procedure shall apply commencing at Step II.
- (d) The proposed Basic Rate of Pay for the new or altered classification shall remain in effect until such time **as** it is amended **as** a result of negotiations or the resolution of the grievance regarding the proposed Basic Rate of Pay. Such amended Basic Rate of Pay will be effective **from** the date of written notice from the Employer to the Union.
- 19.07 The time **limits** prescribed **in** the preceding sections may be extended by mutual agreement of the Parties. Such agreement shall be made in writing.

ARTICLE 20: HOURS OF WORK

- 20.01 (a) The normal hours of work for the purpose of determining pay, benefits and overtime under this Collective Agreement shall be:
- (i) **thirty-six** and one-quarter (36%) hours per week;
 - (ii) thirty-eight and three-quarters (38%) hours per week;
 - (iii) **forty (40)** hours per week;
 - (iv) the equivalent of (i), (ii), or (iii) above on a monthly or annual basis.
- (b) The application of the hours of work stated herein will be consistent with current hours of work in effect for classifications covered by this Collective Agreement.
- 20.02 An Employee's pay shall be based on the hours worked by an Employee.

- 20.03 Employees covered by **this** Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period of **six (6)** hours or longer, one (1) period to be granted before a meal break and one (1) to be granted after. **An** Employee working a period of more than two (2) hours but less than **six (6)** hours shall be granted one (1) rest period. Rest periods shall be taken at the worksite unless otherwise approved by the manager. Rest periods shall not be granted within one (1) hour of commencement or termination of a work period.
- 20.04 A meal period of not less than one-half (½) hour and not more than one and one-half (1½) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except **as** provided for in Clause 20.05.
- 20.05 **An** Employee who is directed by a manager to remain due to operational requirements at his station of employment during **his** meal period shall be paid for such meal period at his regular rate of pay. Time worked during such on duty lunch break shall not contribute towards a fulfillment of the normal hours of work nor towards any overtime compensation.
- 20.06 **An** Employee shall not be required to work a split **shift** involving a break between work periods longer **than** the specified meal period except where there is mutual agreement between the Parties to this Agreement.

Shift Schedules for Continuous Operations

- 20.07 The first **shift** of the day shall be the **shift** wherein the majority of hours fall between 00:00 and 08:00 hours.
- 20.08 The work week shall commence at 00:00 hours on Sunday.
- 20.09 The schedule of hours to be worked and days off work shall be posted at the Employee's work station at least two (2) weeks in advance and the schedule shall be for a duration of at least three (3) weeks.
- 20.10 Employees may, in the **course** of their regular duties, be **required** to work various shifts throughout the twenty-four (24) hour period of the day and the seven (7) day period of the week.
- 20.11 Where operational requirements permit, each Employee shall have two (2) consecutive days off per seven (7) consecutive calendar days; however, no Employee shall be required to work more **than** eight (8) consecutive calendar days without consecutive days off, unless otherwise mutually agreed. This clause is not intended to provide only for a 5 on 2 off rotation.
- 20.12 Where operational requirements permit, Employees shall be scheduled so that their days of rest fall on a Saturday and the following Sunday at least once in every three (3) weeks or the equivalent ratio, unless otherwise mutually agreed.
- 20.13 Except where otherwise mutually **agreed**, Employees who are required to rotate **shifts** shall under normal circumstances be assigned day duty at least one-third (⅓) of the assigned work days during a three (3) month period.
- 20.14 Subject to approval of the Employer, Employees may exchange **shifts**.

20.15 In addition to their regularly scheduled **shifts**, qualified **and** available part-time employees shall be given first choice of any extra straight-time hours within their bargaining unit before these hours are offered to temporary employees. The application of this clause will not entitle the employee to overtime or call-out payments.

ARTICLE 21: OVERTIME

21.01 An Employee may be required to work hours beyond the daily full-time regularly scheduled hours, to overcome unexpected work loads and to meet extraordinary situations. Such overtime shall be authorized in advance by the Manager.

21.02 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (½) hour overtime compensation will be paid, with compensation thereafter in accordance with Clause 21.07.

21.03 **An** Employee who has been authorized to work overtime and who is employed in a classification that is not excluded from premium overtime payment shall be compensated **as** follows:

(a) Where overtime is controlled on a daily basis:

(i) **Subject** to Clause 21.08, for overtime hours worked on a regularly scheduled work day at time and one-half (1½) **his** regular hourly salary for the first two (2) hours worked in excess of his regular daily hours and at double his regular hourly salary for hours worked in excess of two (2) hours;

(ii) For overtime hours worked on day(s) of rest:

(a) at time and one-half (1½) **his** regular hourly salary for all hours worked up to the equivalent of full normal daily hours and double time for additional hours worked thereafter, or on his regularly scheduled first day of rest; and

(b) at double **his** regular hourly salary for all hours worked on subsequently scheduled day(s) of rest in that rest period;

(iii) For purposes of **this** subsection, authorized travel on Employer business shall be considered working hours and when authorized outside of normal working hours or on a regularly scheduled day of rest, the overtime rates of this subsection shall apply except that **an** Employee shall not be compensated for travel spent proceeding to and from **usual** place of work and residence.

21.04 Any overtime worked by the Employee may be claimed **as** compensatory time **off** with pay in lieu of a cash settlement. However, compensatory time off shall be scheduled before the end of the current fiscal year (March 31) to be taken at a mutually agreeable time within twelve (12) months **from** the date that the overtime was worked. All overtime not scheduled and approved **as** compensatory time off by the end of the current fiscal year shall be paid out in cash.

21.05 **An** Employee who requests for personal reasons, and who **as** a result of such a request, is authorized to work daily or weekly hours in excess of **his** normal requirement, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this section to deny overtime **rights** to an Employee.

- 21.06 (a) An Employee who is required to attend a training course or seminar on his normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.
- (b) An Employee who is required to attend a training course or seminar on a regularly scheduled day of rest, shall be granted a day off in lieu at some other time, or if impractical to grant time off, he shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.
- (c) An Employee who is required to attend a training course or seminar which necessitates travel outside of the City of Camrose in which he is employed shall be compensated at straight time rates for the actual hours spent in travel, provided such travel time is in excess of his normal daily or weekly hours of work. Travel time shall not be included towards fulfilling any quarterly, tri-annual or semi-annual balancing period.
- 21.07 Overtime payment or compensatory time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.
- 21.08 Overtime pay shall be calculated from the Basic Rate of Pay in effect at the time overtime is worked regardless of any subsequent retroactive change in that rate.
- 21.09 Regular Part-time Employees working less than the normal hours of work stated in Clause 20.01 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time for the hours so worked until they exceed the normal daily or weekly hours for Regular Full-time Employees in the same Class, after which the overtime provisions of Clause 21.03 shall apply.

ARTICLE 22: ON-CALL DUTY

- 22.01 (a) When an Employee is designated to be immediately available to return to work during a period in which he is not on regular duty, he shall be paid the amount of one-half (½) hour's pay at his regular rate for each four (4) hours on "on-call duty" or portion thereof on a day that is not a named holiday. For "on-call duty" on a paid holiday, the payment shall be one (1) hour's pay at the regular rate for each four (4) hours on "on-call duty" or portion thereof
- (b) When an Employee, while on "on-call duty", is unable to report to work when required, no compensation shall be granted for the total on call period.,
- (c) When an Employee is called out to work during a period in which he was on "on-call duty" he shall be compensated pursuant to Article 22.01 (a) above for the hours he was on "on-call duty" and paid pursuant to Article 23 for the hours worked on call out.
- (d) An Employee shall not normally be required to be on "on-call duty" on two (2) consecutive weekends or two (2) consecutive paid holidays where other qualified staff are available.

ARTICLE 23: CALL-OUT

- 23.01 (a) When a Regular Full-time Employee is called out to work outside of scheduled working hours, he shall be paid for all time worked at overtime rates or a minimum of two (2) hours at overtime rates whichever is the greater.
- (b) Any subsequent call prior to the Employee leaving the workplace shall be considered a (1) call for the purpose of determining minimum call-out pay.

- 23.02** **An** Employee who is called out to work **on** a paid holiday in accordance with Article **22.01 (b)** or **23.01** shall receive:
- (a) pay for all time worked at the overtime rate in Article **21.01**; and
 - (b) time off at **his** Basic Rate of Pay for the actual hours worked.
- 23.03** **When** a call-out forms a continuous period with the Employee's normal working hours, overtime rates shall apply only to those hours worked before the commencement of the regularly scheduled **shift** and the normal working hours shall not be reduced **as** a result of such call-out except by mutual consent.
- 23.04** **This** Article does not apply to Regular Part-time or Temporary Employees.

ARTICLE 24: **REPORTING PAY**

- 24.01** **In** the event that **an** Employee **reports** for work **as** scheduled and is requested by the Manager to return home, the Employee shall be compensated by a payment of three (3) hours pay at his Basic Rate of Pay, or for the total number of hours worked at **his** Basic Rate of Pay, whichever is greater.

ARTICLE 25: **SHIFT DIFFERENTIAL**

- 25.01** Where, because of operational requirements, **an** Employee is scheduled by the Employer to work shifts, that Employee shall receive seventy-five (**75**) cents per hour for working a **shift** where at least one-half of the hours in such **shift** fall between 4:00 P.M. and 8:00 A.M.
- 25.02** For the purposes of this Article, a **shift** refers to the daily equivalent of **the** normal hours of work **as** set out in Clause 20.01. A Temporary or Regular Part-time Employee who works less than the daily equivalent of the normal hours of work shall be paid **shift** differential if he works a minimum of four (**4**) hours within the period of 4:00 P.M. to 8:00 A.M.
- 25.03** At no time shall **shift** differential be included with the Employee's Basic Rate of Pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.
- 25.04** **Shift** differential shall not be paid on **any** hours for which an Employee receives overtime compensation.

ARTICLE 26: **WEEKEND PREMIUM**

- 26.01** **An** Employee who works Saturday or Sunday of his regularly scheduled work week, shall receive a weekend premium of twenty-five (**25**) cents for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid **to an** Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday **as** a day of rest.
- 26.02** At no time shall weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.

ARTICLE 27 : PYRAMIDING

- 27.01 “Pyramiding” means the payment of two (2) or more premiums and /or differentials for the same hours worked.
- 27.02 There shall be no pyramiding of premiums and/or differentials.
- 27.03 Where two (2) or more applicable premiums and/or differentials may apply, the Employee shall be paid only one (1) such premium or differential, that being the greatest of those.
- 27.04 There shall be no inclusion of premium or differential pay for the purposes of computing overtime, or other benefits.

ARTICLE 28: PAID HOLIDAYS

- 28.01 (a) The following are considered paid 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 all general holidays proclaimed by the municipality or the Government of Alberta or Canada.
- (b) In addition to the foregoing paid holidays, Employees who are employed as of October 1 of each contract year, shall be granted an additional “floater” holiday in that contract year. The “floater” holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee.
- 28.02 To qualify for a paid holiday with pay the Employee must:
- (a) work his scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) work on the paid holiday when scheduled or required to do so.
- 28.03 An Employee obliged in the course of duty to work on a paid holiday shall be paid for all hours worked on the paid holiday at one and one-half times (1½ X) his Basic Rate of Pay plus:
- (a) by mutual agreement between the Employer and the Employee, one (1) day’s pay at the Basic Rate of Pay, to be paid out no later than the last day of March in a given year; or
- (b) a day off with pay, to be taken at a time mutually agreed upon by the Employee and the Employer, however, if such time is not taken by the last day of March in a given year it shall be paid out by the Employer at the Basic Rate of Pay applicable to that day at the time so worked,
- (c) where applicable, an Employee shall receive, in addition to the above, compensating time off at his Basic Rate of Pay for all hours worked in excess of normal daily hours referred to in Article 20.01.

- 28.04 Should a paid holiday fall during **an** Employee's vacation period, that **day** shall be taken off **as** the Paid Holiday day at the Basic Rate of Pay.
- 28.05 When a paid holiday falls on a day that would otherwise be an Employee's regularly scheduled day off, the Employee shall receive a day off with pay at the Basic Rate of Pay, to be taken at a time mutually agreed upon by the Employee and the Employer, within two (2) calendar months of the date of the Paid Holiday. If no agreement is reached then the day(s) will be scheduled by the Manager. However, if such time is not taken by the last day of March in a given year, it shall be paid out by the Employer at the Basic Rate of Pay applicable to that day at the time so worked.
- 28.06 No payment shall be made for any paid holiday occurring during a layoff or unpaid leave of absence.
- 28.07 The Employer shall endeavor to schedule an Employee in such a manner **as** to provide her with days off on at least ~~three~~ of the actual paid holidays **as** provided in Article 28.01. Where possible, each Employee shall be given either ~~Christmas~~ Day or New Year's Day off.

Regular Part-time and Temporary Employees

- 28.08 (a) On each pay cheque Regular Part-time and Temporary Employees shall be paid, in addition to their Basic Rate of Pay, four and six-tenths percent (4.6%) of their Basic Rate of Pay in lieu of paid holiday benefits.
- (b) Regular Part-time and Temporary Employees required to work on a paid holiday shall be paid at one and one-half times ($1\frac{1}{2} X$) their Basic Rate of Pay for such work.

ARTICLE 29: ANNUAL VACATION

29.01 Vacation Entitlement

Subject to Article 34.07 (d), during each year of continuous service in the employ of the Employer, a Regular Full-time Employee shall **earn** vacation with pay at the Basic Rate of Pay to be taken in the next following vacation year in proportion to the number of months worked during the vacation year, except as provided for in Article 29.05. The ~~rate~~ at which vacation is earned shall be governed by the total length of such employment **as** follows:

- (a) during each of the first (1st) to seventh (7th) years of continuous full-time employment, **an** Employee shall earn entitlement to vacation calculated on a basis of fifteen (15) working days; or
- (b) during each of the eighth (8th) to fifteenth (15th) years of continuous full-time employment, **an** Employee shall **earn** entitlement to vacation calculated on a basis of twenty (20) working days; or
- (c) during each of the sixteenth (16th) to twenty-fourth (24th) years of continuous full-time employment, **an** Employee shall earn entitlement to vacation calculated on a basis of twenty-five (25) working days; or
- (d) during the twenty-fifth (25th) and each subsequent year of continuous full-time employment, **an** Employee shall earn entitlement **to** vacation calculated on a basis of ~~thirty~~ (30) working days.

- 29.02** Employees shall have seniority considered when granted their choice of vacation periods during the vacation year, but the right to allot vacation periods is reserved by the Employer in order to ensure operational efficiency. In the event that the Employer and the Employee cannot agree upon the date of commencement of an Employee's vacation, the Employer shall set a vacation period and shall attempt to give thirty (30) calendar days notice, but in no circumstances shall give less than fourteen (14) calendar days notice in advance. The Employer shall make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during the period between June 1 and September 30 inclusive.
- 29.03** Vacation leave may be taken:
- (a) in one (1) continuous period;
 - (b) in separate periods of not less than five (5) consecutive work days, not more than one (1) of which will be allowed to fall in whole or in part between June 1 and September 30 inclusive except when such period is not requested by another Employee;
 - (c) in lieu of one (1) five (5) consecutive work day period, five (5) single work days off or in some other combination provided the total does not exceed five (5) work days, unless the Employer agrees otherwise.
- 29.04** When an Employee is required to work during his vacation he shall receive pay of one and one-half times (1½X) his Basic Rate of Pay. Hours worked while on vacation shall not be deducted from the Employee's vacation credits.
- 29.05** An Employee who terminates his service or who is terminated shall receive vacation pay in lieu of all vacation earned but not taken.
- 29.06** An Employee shall earn vacation leave pursuant to Article 29.01 during the following authorized absences:
- (a) education leave financially assisted by the Employer;
 - (b) sick leave for the first sixty (60) consecutive calendar days;
 - (c) any other leave of absence with or without pay for the first thirty (30) calendar days.
- 29.07** An Employee who becomes hospitalized because of an acute illness for a period of three (3) consecutive days or more, that would have been working days if the Employee was not on vacation, shall have these days reinstated for future use upon production of a medical certificate.
- 29.08** For the purposes of this Article, "vacation year" shall mean the period commencing on the first day of January in one calendar year and concluding on the last day of March in the following calendar year.

Regular Part-time and Temporary Employees

- 29.09** (a) On each pay cheque Regular Part-time and Temporary Employees shall be paid in addition to their Basic Rate of Pay, six percent (6%) of their Regular Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to three (3) weeks leave without pay for their vacation after completing twelve (12) calendar months of continuous employment.
- (b) On each pay cheque Regular Part-time and Temporary Employees who have completed the equivalent regular hours of a Regular Full-time Employee in the same classification would work in seven (7) full years of continuous service shall be paid, in addition to their Basic

- Rate of Pay, eight percent **(8%)** of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to four **(4)** weeks leave without pay for their vacation.
- (c) **On** each pay cheque Regular Part-time and Temporary Employees who have completed the equivalent regular hours of a Regular Full-time Employee **in** the same classification would work in fifteen (15) full years of continuous service shall be paid, in addition to their Basic Rate of Pay, ten percent (10%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to five **(5)** weeks leave without pay for their vacation.
- (d) **On** each pay cheque Regular Part-time and Temporary Employees who have completed the equivalent regular hours of a Regular Full-time Employee in the same classification would work in twenty-four **(24)** full years of continuous service shall be paid, in addition to their Basic Rate of Pay, twelve percent (12%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to six (6) weeks leave without pay for their vacation.

ARTICLE 30: SICK LEAVE

- 30.01 Sick Leave is defined **as** a form of insurance against illness, quarantine by a medical officer of Alberta Health, or **an** accident for which compensation is not payable under the Worker's Compensation Act.
- 30.02 The employee shall be allowed a credit for sick leave, computed **from** the date of employment, at the rate of one and one-half (1½) working days for each full month **of** employment up to a maximum credit of one hundred and twenty (120) working days, provided that an employee shall not be entitled to apply sick leave credits prior to the completion of the probation period.
- 30.03 Sick Leave credits shall not accrue during any period of sick leave in excess of one (1) month.
- 30.04 **An** employee granted sick leave shall be paid for the period of leave at the employee's Basic Rate of Pay, and the number of days thus paid will be deducted **from** credits accumulated at the time sick leave commenced.
- 30.05 Employees shall be required to submit proof satisfactory to the Employer of any absence in excess of three (3) consecutive days due to illness, non-occupational accident or quarantine.
- 30.06 When **an** employee **has** earned the **maximum** sick leave credit, that employee shall no longer accrue sick leave credits until such **time as** the total accumulation is reduced. At that time the employee shall recommence accumulating sick leave credits.
- 30.07 Sick leave shall not be **granted** for pregnancy, but sick leave may be granted for related complications.
- 30.08 Employees reporting sick shall do so to the manager **as soon as** possible.
- 30.09 The Union will cooperate and work with management in controlling usage of sick leave.
- 30.10 Sick leave will be **granted** for dental and medical appointments.
- 30.11 **This** Article is subject to 30.12 (Proof of **Illness**).

30.12 Proof of Illness

- (a) Employees may be required to submit proof satisfactory to the Employer of a illness, non-occupational accident, or quarantine. Such proof shall be in the form of a medical certificate or sworn statutory declaration. **An** Employee shall submit proof of attendance at a medical, dental, physiotherapy, or optical appointment when time off from work has been granted for such appointment.
- (b) The Employee shall provide a medical certificate for any absence greater **than** three (3) days.
- (c) The Employer may require that any Employee undergo a medical examination by a physician:
 - (i) in the case of prolonged or frequent absence, or
 - (ii) when it is considered that an Employee is unable to satisfactorily perform his duties.
- (d) Pursuant to Clause 30.12 (c), an Employee shall be entitled to have his personal physician or other physician of his choice act **as** his counsel before the physician, appointed by the Employer, when undergoing a medical examination. Expenses incurred under this Clause shall be paid by the Employer. A copy of the report of the physician conducting the medical examination shall be sent to the Employee's physician.
- (e) Where an Employee has been medically examined by a physician and is also applying for L.T.D. benefits, a copy of the report of the physician who conducted the medical examination shall be considered **as** part of the Employee's application,
- (f) When **an** Employee has **been** on illness leave and wishes to return to work, the Employee shall be required to provide medical evidence stating that the Employee is fit to perform all regular duties.
- (g) The Parties agree that sick leave benefits are intended only for the purposes of protecting an Employee from loss of income at Basic Rate of Pay when the Employee is ill.

30.13 Sick Leave Benefits Applicable to Regular Part-time Employees

- (a) The provisions of Article 30, Sick Leave, shall apply to Regular Part-time Employees, except that the yearly entitlements specified shall be pro-rated, after the first year of employment, on the basis of hours worked **as** compared to full-time hours over the preceding year's employment. Entitlements during the **first** year of employment shall be fifty percent **(50%)** of full-time entitlement.

ARTICLE 31: WORKERS' COMPENSATION

- 31.01 If an Employee **sustains an** injury in the course of his duties with the Employer which causes him to be absent from work, and **as a** result is eligible to receive Workers' Compensation, he shall be paid his regular full **salary** during the period he is **required** to remain off work up to eighty (80) consecutive work days.
- 31.02 The foregoing Article 31.01 shall not exclude an Employee from sick benefits for periods of absence due to an accident which is not compensable under The Workers' Compensation Act, and such cases shall be dealt with under Article 30.
- 31.03 The eligibility period specified **in** Article 31.01 shall not apply in the event of a recurrence of **disability** due to **a** previously claimed injury, payable under this supplement, unless the Employer

has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

31.04 When a day designated as a paid holiday under Article 28 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

ARTICLE 32: PREPAID HEALTH BENEFITS

32.01 The Employer shall contract for and provide the following group plans as outlined in this Article for eligible and participating Regular Full-time and Regular Part-time Employees in accordance with the provisions of the plans and as subject to the requirements of the Insurers:

- Extended Medical Benefit Plan,
- Alberta Health Care Insurance Plan,
- Dental Plan,
- Long Term Disability Insurance Plan,
- Life Insurance:
 - Optional Group Life
 - Basic Group Life
 - Dependent Life
 - Accidental Death and Dismemberment (AD & D)
 - Occupational Accident

32.02 The implementation and operation of the Provincial Health Authorities of Alberta (PHAA) Benefit Plan, or the equivalent, hereinbefore referred to, shall, at all times, be subject to and governed by the terms and conditions of the policies and contracts entered into with the underwriters of the plans.

32.03 The Employer shall make available to eligible Employees brochures outlining the above plans.

32.04 The PHAA, on behalf of all Employer hospitals, will provide one (1) copy of each of the plans to the Provincial Office of the Alberta Union of Provincial Employees. Where the PHAA Plan is not in force in any given hospital, that hospital will provide a copy of its plan to the Union.

A) Health Plan Benefits

A32.01 ~~All~~ "Regular Full-time" and "Regular Part-time" Employees are eligible to participate in the Health Care Plan Benefits and the Employer shall pay:

- (a) one-half (½) of the cost of the family premium where the Employee and his family are covered under the Plan; or
- (b) one-half (½) of the cost of the single premium where only the Employee is covered under the Plan;
- (c) one-half (½) of the cost of the monthly premium for those Employees who participate in the ~~Hospital~~ Employees' Group Extended Medical Benefits Plan.

A32.02 An Employee on approved Employer business outside of Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of

receipts, for such charges that are in excess of those allowed by the Alberta Health Care Insurance Plan and the Hospital Employees' Group Extended Medical Benefits Plan.

B) Insurance

B32.01 All "Regular Full-time" and "Regular Part-time" Employees are eligible to participate in the Insurance Plans and these plans will be governed by the plan document which contains all governing terms of the plans. A *summary* of these plans is as follows:

- (a) The amount of Basic Group Life Insurance for an eligible Employee is equivalent, at the Employee's option, to either:
 - (i) One times (1 X) basic annual salary, rounded to the next highest \$1,000.00, up to a maximum amount of insurance ~~of~~ \$125,000.00; or
 - (ii) Two times (2 X) basic annual salary, rounded to the next highest \$1,000.00, up to a maximum amount of insurance ~~of~~ \$125,000.00.
- (b) Each Employee insured for Basic Group Life Insurance under Sub-clause (a), shall also be covered for an additional amount of insurance in the event of accidental death or dismemberment, with a principal ~~s~~um equivalent to the Employee's amount of Basic Group Life Insurance.
- (c) The Employer shall pay ~~two-thirds~~(2/3) and the Employee shall pay one-third (1/3) of the monthly premium costs where an Employee is covered for the insurance pursuant to Sub-Clauses (a) and (b) above.
- (d) Where an Employee is not covered under Sub-clause (b) but is now insured for the single lump ~~s~~um amount of insurance of \$4,000.00, the Employee shall also be covered for an additional amount of insurance in the event of an accidental death or dismemberment with a principal ~~s~~um of \$4,000.00.
- (e) The Employer shall administer a policy of Optional Dependent's Life Insurance and the entire premium shall be paid by each eligible Employee opting for such coverage.
- (f) All insurance coverage specified under Clause 32.01 shall be in accordance with the terms and conditions contained in a policy of insurance of which the Employer is the policyholder. The Union shall be provided with a copy of the policy of insurance and any amendments to, the policy.

B32.02 Accidental Death and Dismemberment Insurance for Employees not insured under Clause 32.01:

- (a) The Employer shall maintain a Master Insurance Policy for all eligible Employees covered by this Agreement who are not insured for the insurance specified in Clause 32.01, that provides insurance coverage up to a maximum principal ~~s~~um of \$125,000.00 in the event of accidental death or dismemberment resulting from injury occurring while working for the Employer including traveling on Employer business.
- (b) The total premium cost of this Master Insurance Policy shall be paid by the Employer.
- (c) Coverage provided shall be in accordance with the terms and conditions of the Master Policy of Insurance of which the Employer is the policy holder. The Employer shall provide the Union with a copy of the policy and any letter of interest issued by the Insurer.

B32.03 The Employer shall provide general liability insurance coverage for all Employees covered by this Agreement while engaged in the scope of their regular work duties. Coverage provided will be in accordance with the terms and conditions of the Master Comprehensive General Liability Policy of which the Employer is the policy holder.

C) Long Term Disability (L.T.D.)

C32.01 All "Regular Full-time" and "Regular Part-time" Employees are eligible to participate in the Long Term Disability (L.T.D.) Plan and all eligible Employees shall be covered in accordance with the provisions of the Plan.

C32.02 The Employer and eligible Employees shall each pay **fifty** percent (50%) of the monthly premium costs for Long Term Disability benefits.

C32.03 An eligible Employee who becomes ill or disabled **and** who, **as** a result of such illness or disability is absent from work for a period of eighty (80) consecutive work days, may apply for long term disability benefits **as** provided under the L.T.D. Plan. The final ruling as to whether or not the claimant's disability is of a nature which qualifies the claimant for benefits with the interpretation of the provisions of the Plan shall be made by the third party claims adjudicator.

C32.04 Long Term Disability benefits payable under the provisions of the L.T.D. Plan will entitle an Employee with a qualifying disability to a total income, from sources specified under Clause C32.05, of not less than ~~sixty-six~~ and ~~two-thirds~~ percent (~~66%~~) of monthly salary received or entitled to receive **as an** Employee at the time **of** commencement of L.T.D. benefits pursuant to Clause C32.03, up to a maximum benefit of seven thousand (\$7,000) dollars per month.

C32.05 The monthly L.T.D. benefit amount to which **an** Employee is entitled shall be reduced by:

- (a) the amount of disability benefit entitlement, excluding childrens' benefits, under the Canada Pension Plan;
- (b)** the amount of Workers' Compensation entitlement;
- (c) the amount of benefits payable from any other group disability plan(s) sponsored by the Employer;
- (d) vacation leave pay;
- (e) the amount of any other remuneration received **as** a result of employment or self-employment unless subject to Clause C32.06.

C32.06

- (a) **An** Employee who, after qualifying for L.T.D. benefits, returns to work or enters a recognized training program and the resulting income received is less **than** the monthly salary in effect immediately prior to the commencement of absence pursuant to Clause C32.03 (**predisability** salary), shall have the monthly L.T.D. benefit payable to him by the Plan reduced by fifty percent (50%) of the income received, provided that the combination of reduced L.T.D. benefit and income does not exceed the **predisability** salary.
- (b)** Where the combination of reduced L.T.D. benefits and income received pursuant to sub-clause C32.06 (a) is a higher amount **than** the **predisability** salary, the L.T.D.

benefits shall be reduced further so that L.T.D. benefits and income received equal one hundred percent (100%) of the predisability salary.

- C32.07 **An** Employee who receives L.T.D. benefits and who, at the commencement of absence due to disability or illness, is participating in the Alberta Health Care Insurance Plan, Extended Medical Benefits Plan, Insurance Plan and Dental Plan, shall continue to be covered under those plans in which he is participating throughout the total period the Employee is receiving L.T.D. benefits, subject to the provisions of the respective benefit plans. The Employer and Employee premium contributions, if applicable, shall continue so long as the Employee remains eligible under the respective plans.
- C32.08 The L.T.D. benefit applicable to Employees covered by **this** Article shall not be altered except through negotiation by the Parties to this Agreement.
- C32.09 (a) The Employer shall retain the **full** amount of any premium reduction or rebate allowable on unemployment insurance by the Unemployment Insurance Commission which is granted **as** a result of the benefits covering Employees to which this Agreement applies.
- (b) The premium reduction or rebate referred **to** in (a) above shall be recognized **as** the Employee's contribution towards the L.T.D.I. benefit provided.

D) Dental Plan

- D32.01 All "Regular Full-time" and "Regular Part-time" Employees are entitled to benefits governed by the Dental Plan document which contains all governing terms of the plan.
- D32.02 The Employer will pay the premium costs of the Plan.
- D32.03 An eligible Employee's dependent shall be covered under the Dental Plan while the Employee is covered and the dependent person is:
- (a) the Employee's legal spouse; or
- (b) the Employee's common-law spouse who is a person of the opposite sex and **has** cohabited ~~with~~ the Employee for at least five (**5**) consecutive years or for at least two (2) consecutive years where there is a child born of such common-law relationship provided that the Employee does not have a dependent spouse to whom he or she is legally married and the common-law spouse has been a dependent of the Employee and is known in the community in which they live **as** the Employee's consort; or
- (c) an unmarried child of the Employee and/or the Employee's spouse, including any step-child, who is:
- (1) under eighteen (18) years of age; or
- (2) eighteen (**18**) or over but less than age twenty-five (25) and is a registered student in **full-time** attendance in the public school system or at **a** University or similar institute of learning; or
- (3) of any age and incapable of self-sustaining employment by reasons of mental retardation or physical handicap, and in all cases is chief dependent on the Employee for financial support and maintenance.

- D32.04 The Plan will reimburse **an** Employee, for dental services provided to each Employee while covered and each eligible dependent, **as** follows:
- (a) 80% of the cost of Basic Dental Services and 50% of the cost of Major Dental Services up to a maximum of \$1,500.00 for each covered person in a benefit year; and
 - (b) 50% of the cost of the Orthodontic Dental Services up to a lifetime maximum of \$1,500.00 for each covered person.
- D32.05 Benefit year means the period of the twelve (12) months beginning on April 1st in one year and ending on March 31st in the next year.
- D32.06 The dental services reimbursed under Section D shall not exceed the **amounts** specified in the Alberta Dental Association Fee Guide in force on the date the dental services were provided
- D32.07 **BASIC DENTAL SERVICES** covered under the Dental Plan include:
- (a) Each of the following five (5) procedures is covered twice in a benefit year:
 - (1) oral examination;
 - (2) oral hygiene instructions;
 - (3) prophylaxis (the cleaning and scaling of teeth);
 - (4) bite-wing X-rays;**
 - (5) topical application of fluoride solutions.
 - (b) Full mouth series of X-rays, provided that a period of at least twenty-four (24) consecutive months has elapsed since this service **was** last rendered.
 - (c) Tooth extractions and related procedures.
 - (d) **Tooth** fillings - amalgam, silicate, acrylic and composite.
 - (e) **Dental** surgery, including diagnostic, laboratory and general anesthesia required in relation to the dental surgery.
 - (f) Necessary treatment for relief of dental pain.
 - (g) The cost of medication and its administration when provided by injection in the dentist's office.
 - (h) Space maintainers for missing primary teeth and habit breaking appliances.
 - (i) Consultations required by the attending dentist.
 - (j) Endodontic treatment (root canal therapy).
 - (k) Periodontic treatment (treatment and prevention of diseases **and/or** conditions of the **gums**).
 - (l) Relining, rebasing, adjusting or repairing of existing dentures.
- D32.08 **MAJOR DENTAL SERVICES** under the Dental Plan include:
- (a) Provision of crowns and inlays.
 - (b) Provision of initial prosthodontic appliance (for example: fixed bridge restorations, removable partial or complete dentures).
 - (c) Replacement of **an** existing prosthodontic appliance under the following conditions:
 - (1) the existing appliance is at least five **(5)** years old and cannot be made serviceable; or
 - (2) the replacement is required to replace a temporary bridge or denture with a permanent bridge or denture; or

- (3) the replacement is necessitated by the extraction of additional natural teeth and the extraction occurred while the claimant was covered under the Plan.
- (d) Procedures involving the use of gold only if treatment could not have been carried out with the use of a reasonable substitute consistent with generally accepted dental practice. If such treatment could have been rendered at a lower cost by means of a reasonable substitute, only the expense that would have been incurred for treatment by means of the reasonable substitute shall be covered.

- D32.09 ORTHODONTIC DENTAL SERVICES under the Dental Plan include: oral examination, diagnostic procedures, surgery, extractions, adjustments and appliances all in respect of orthodontic procedures.
- D32.10 A claim must be submitted within twelve (12) months following the date the dental services are provided to the Employee and his or her eligible dependents in order for the expenses to be reimbursed from the Plan.
- D32.11 **An** Employee information brochure on the Dental Plan will be available to each eligible Employee.
- D32.12 The Employer shall determine the claims and administration procedures for the Plan including associated independent third party administrative services.
- D32.13 This Supplement provides a general description of the Dental Plan. The Plan will be governed by the Dental Plan document which contains all the terms of the Dental Plan. The Employer shall provide the Union With a copy of the Dental Plan document.

ARTICLE 33: PENSION PLAN

- 33.01 (a) All eligible Regular Full-time and Regular Part-time Employees shall participate in the Local Authorities Pension Plan.
- (b) The Employer shall make available to all eligible Employees copies of the Local Authorities Pension Plan information booklets.

ARTICLE 34: SAFETY AND HEALTH

- 34.01 The Parties will cooperate to the fullest extent in the matters of occupational health, safety and accident prevention.
- 34.02 (a) The Local shall select up to three (3) members to serve on the Joint Worksite Health and Safety Committee. **This** committee may include representatives from other unions on the work site. This committee shall also include representatives from management, not to exceed the number of union representatives.
- (b) Time spent in meetings of **this** Committee shall be at the Basic Rate of Pay, which shall not be included for purposes of computing overtime.
- (c) In accordance with its terms of reference, such committee shall make recommendations to the Parties regarding the improvement of health and safety practices.
- (d) Safety and Health will be included in the orientation program for new Employees.

- 34.03 (a) The Employer recognizes that alcoholism, drug addiction, and mental illness are illnesses which can respond to therapy and treatment and that absence from duty due to such therapy or treatment shall be considered **as** sick leave.
- (b) An Employee whose work performance is adversely affected by a condition or behaviour related but not necessarily restricted to those mentioned in (a) above, may be referred by his manager to the Employee and Family Assistance Program, or equivalent, subject to the Employee's agreement.
- 34.04 (a) The Employer shall provide all protective devices, equipment and clothing where required under the Occupational Health and Safety Act.
- (b) Where, in the opinion of the Employer, safety footwear is required, the Employer shall reimburse the Employee(s) for the cost of replacing safety footwear once in each calendar year, to **a** limit of ninety dollars (\$90.00).

ARTICLE 35: LEAVE OF ABSENCE

- 35.01 A. Special Leave
An Employee who requires time off from work, may be granted special leave without loss of pay upon approval by the manager at his work place. The circumstances under which special leave may be approved are subject to Clause 35.01B and subject to the corresponding yearly maximum number of work days **as** follows:
- (a) illness within the immediate family - four **(4)** days;
 - (b) bereavement - four **(4)** days around the date of the funeral;
 - (c) travel time for illness **within** the immediate family or bereavement - three (3) days;
 - (d) administration of estate - two (2) days;
 - (e) attend **funerals as** pall-bearer or mourner, for persons not listed in Sub-clause 35.01B (b) - time off **as** required not to exceed one (1) day;
 - (f) be present at birth or adoption proceedings of the Employee's child - one (1) day;
 - (g) attend **formal** hearing to become Canadian Citizen - one (1) day.
- B. For purposes of determining eligibility for special leave under Clause 35.01A, the following provisions shall apply:
- (a) illness within the immediate family - time off work may be granted leave without loss of pay for a period of up to four (4) working days, plus allowable travel time, if there is **an** illness in the immediate family.
 "Immediate family" for this Article shall be defined **as** spouse (including common-law spouse), son, daughter, mother or father.
 The leave of absence shall not include taking the person to a medical, dental, optical, or other such appointment, unless there **is no** other family member available to take the person to **an** appointment;
 - (b) bereavement - time off work will be granted in the event of the death of the Employee's spouse (including common-law spouse), or any of the following relations of **an** employee or spouse (including common-law spouse): parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them;
 - (c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel **from** isolated areas are involved;

- (d) administration of estate shall apply only when **an** Employee has been designated **as** an executor or administrator of the estate;
- (e) mourner - time off work will be granted where operational requirements permit subject to the approval of the manager.

35.02 The maximum **annual** leave specified for each circumstance requiring use of special leave shall not be exceeded. However, family illness leave, bereavement leave and travel time for illness within the immediate family may be granted more than once within a calendar year, provided that the total special leave granted shall not exceed ten (10) working days per calendar year. Additional bereavement leave may be approved by the Employer when ten (10) days special leave has already been utilized within a calendar year.

35.03 Maternity, Paternity and Adoption Leave

- (a) **An** Employee who has completed her probationary period shall, upon her written request providing at least two (2) weeks advance notice, be granted maternity or paternity or adoption leave.
 - (i) Maternity leave will become effective twelve (12) weeks immediately preceding the expected date of delivery or such shorter period **as** may be requested, provided that she commences maternity leave not later than the date of delivery.
 - (ii) Paternity or adoption leave may become effective on the date of delivery or arrival, or later **as** mutually agreed. The Employee should make every reasonable effort to keep the Employer informed **as** to the progress of adoption proceedings.
- (b) Maternity, paternity and adoption leaves 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, LTD or, where applicable, EIC SUB Plan benefits. The total period of maternity, **paternity** or adoption leave shall not exceed nine (9) months unless mutually agreed between the Employee and the Employer.
- (c) **An** Employee on such leave shall provide the Employer with four (4) weeks written notice of readiness to return to work following which the Employer will reinstate her in the same position held by her immediately prior to taking leave and at the same step in the pay scale or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrued to her **to** the date she commenced leave. The employee's anniversary date shall be adjusted by the same amount of time **as** the leave of absence.
- (d) 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, LTD or, if applicable, EIC SUB Plan benefits, benefit plan premium payments shall be administered in the same fashion **as** an Employee absent due to illness.

35.04 Jury or Witness Duty

- (a) Any Regular Full-time Employee required by law to attend **jury** selection, jury duty or witness duty shall be allowed time **off** without loss of regular earnings during such absence, but **any** fee receivable **as** such juror or witness shall be paid to the Employer.
- (b) **An** Employee acting **as** a voluntary witness shall not be paid for such absence.
- (c) An Employee granted leave under these provisions shall report to work during those hours of work that such Employee is not required to attend court.

35.05 Time off for Union Business

- (a) Time off from work without loss of regular earnings at the Basic Rate of Pay shall be provided on the following basis:
 - (i) the grievor and/or one (1) Union Steward for time spent in discussions with representatives of the Employer as outlined in Articles 9, 11.04 and 11.05;
 - (ii) Local appointees not to exceed three (3) in number for time spent in Employee Management Advisory Committee meetings.
- (b) Provided that operational efficiency shall not in any way be disrupted, time off work without pay may be granted to Local members for the following purposes:
 - (i) to attend Provincial Executive meetings or meetings of the Union's Bargaining Committee;
 - (ii) to attend Conventions of The Alberta Union of Provincial Employees;
 - (iii) to attend special Union meetings;
 - (iv) members of the Union Negotiating Committee, not to exceed five (5) in number, for time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement and for preparatory meetings during negotiations;
 - (v) members elected as representatives of the Union to attend Seminars and Local Meetings; and
 - (vi) members designated as delegates representing the Union at Conventions of labour organizations with which the Union is affiliated.
- (c) To facilitate the administration of Article 35.05 (b), when leave to attend to Union Business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee when on leave plus actual cost of fringe benefits. Should the cost of his replacement be greater than the actual salary plus actual cost of fringe benefits, the Employer shall recover the greater amount.

35.06 General Leave of Absence

- (a) Leave of absence without pay may be granted to an Employee at the discretion of the Employer; and
- (b) The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

35.07 Provisions Governing Leaves of Absence

- (a) All applications for leave of absence, with the exception of compassionate leave, shall be made in writing to the Employer in advance. Applications shall indicate the date of departure on leave of absence and the date of return.
- (b) An Employee who has been granted leave of absence of any kind and who overstays his leave without reason acceptable to the Employer shall be considered to have terminated his employment.
- (c) Except as provided in Article 35.03 (d), in the case of leaves of absence without pay of more than thirty (30) calendar days duration, Employees shall make prior arrangements for the payment of the full premium of any contributory benefit plans such as Alberta Blue Cross, etc.
- (d) In the case of leaves of absence without pay in excess of thirty (30) calendar days Employees shall cease to accrue earned vacation in accordance with the provisions of Article 29.06. The Employee's anniversary date shall also be adjusted by the same amount of time as the leave of absence and the new anniversary date shall prevail thereafter. An

Employee must attend at work after completion of such leave in order to re-establish eligibility for benefits.

ARTICLE 36: SUPPLY OF UNIFORMS

36.01 The Employer will supply and maintain (launder, alter and repair) without charge such uniforms which the Employer requires Employees to wear. Uniforms remain the property of the Employer and shall not be worn other than on duty. The nature, color, and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer.

ARTICLE 37: TOOLS

37.01 One (1) basic set of hand tools shall be supplied by the Employer for use by Power Plant Engineers.

37.02 Tools shall be replaced by the Employer when damaged or broken in normal use or when accidentally lost in an inaccessible area during working hours.

ARTICLE 38: PARKING

38.01 The Employer agrees to continue the existing condition whereby Employees will not be charged for the use of unreserved parking stalls.

**ARTICLE 39: TERMS, CONDITIONS AND BENEFITS OF EMPLOYMENT
APPLICABLE TO REGULAR PART-TIME EMPLOYEES**

39.01 All the Articles of this Collective Agreement shall apply to Regular Part-time Employees, except as specifically modified therein, in which case the modification shall supersede the Article.

**ARTICLE 40: TERMS, CONDITIONS AND BENEFITS OF EMPLOYMENT
APPLICABLE TO TEMPORARY EMPLOYEES**

40.01 The provisions of the following Articles shall not apply to Temporary Employees:

- Article 14 - Seniority
- Article 15 - Layoff and Recall
- Article 16 - Job Opportunities
- Article 17 - Transfers
- Article 19 - Reclassification
- Article 23 - Call-Out
- Article 30 - Sick Leave
- Article 31 - Workers' Compensation
- Article 32 - Prepaid Health Benefits
- Article 34 - Safety and Health
- Article 35 - Leaves of Absence

40.02 All other Articles of this Collective Agreement shall apply to Temporary Employees except specifically modified therein, in which case the modification shall supersede the Article.



ARTICLE 41: TERM OF COLLECTIVE AGREEMENT

41.01 **This** Collective Agreement shall take effect **as** of the date of signing and shall remain in full force and effect until March 31, 2000 and ~~from~~ year to year thereafter unless notice ~~is~~ served by either party pursuant to the Code.

41.02 Where notice **is** served by either party under the Code, provisions of this Collective Agreement shall continue until:

- (a) settlement is agreed upon and **a** new Collective Agreement signed;
- (b) if the settlement is not agreed upon, then this Collective Agreement shall remain in effect until a new Agreement is signed **as** provided in the Code.

41.03 Wage rates specified in Pay Classifications shall be effective from April 1, 1997.

41.04 All other benefits granted pursuant to this Collective Agreement shall be effective from the date of signing.

41.05 The Collective Agreement shall be printed by the **Union** and the costs shall be shared equally between the Parties.

ARTICLE 42: NOTICE

42.01 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered, or by receipted courier service, or mailed in **a** prepaid registered envelope addressed:

in the case of the Employer to:
 The Executive Director
 Rosehaven Care Centre
4612 - 53rd. Street
 Camrose, Alberta T4V 1Y6

and, in the case of the **Union** to: ,
 The President
 The Alberta Union of Provincial Employees
10451 - 170 Street
 Edmonton, Alberta T5P 4S7

ARTICLE 43: SALARIES

43.01 A Regular Full-time Employee shall advance **from** "Pay Step 1" to "Pay Step 2", and each subsequent Pay Step **as** set out in Pay Classifications upon the completion of twelve (**12**) months from **his** anniversary date, unless otherwise changed by the operation of the terms of this Collective Agreement.

Regular Part-time and Temporary Employees

43.02 Regular Part-time and Temporary Employees shall be awarded **salary** increments upon the completion of the hours **worked** by a Regular Full-time Employee in the same classification.

43.03 Unless otherwise changed by the operation of the terms of this Collective Agreement, a Regular Part-time or Temporary Employee who has had a change in status to a Regular Full-time Employee within the same classification shall have his anniversary date established based on hours worked with the Employer at the *salary* increment level such Employee was entitled to receive immediately prior to his change in status.

APPENDIX A
PAY CLASSIFICATIONS
 Rosehaven Care Centre
 Basic Rates of Pay Effective April 01, 1997

AUXILIARY NURSING

LTC - N.A. *	\$10.34	\$10.67	\$11.01	\$11.35	\$11.70				
GP - N.A. **	\$11.40	\$11.83	\$12.26	\$12.70	\$13.10				
LPN	\$12.05	\$12.47	\$12.93	\$13.36	\$13.85	BR			
Therapy Aide	\$11.40	\$11.83	\$12.26	\$12.70	\$13.10				
Therapy Assist	\$12.05	\$12.47	\$12.93	\$13.36	\$13.85				
Pharmacy Aide	\$10.65	\$10.99	\$11.34	\$11.69	\$12.05				

GENERAL SUPPORT SERVICES

Admin Support II	\$9.95	\$10.20	\$10.45	\$10.77	\$11.11	\$11.46	\$11.85	\$12.22	\$12.62
Admin Support III	\$11.11	\$11.46	\$11.85	\$12.22	\$12.62	\$13.03	\$13.45	\$13.93	
Admin Support IV	\$12.22	\$12.62	\$13.03	\$13.45	\$13.93	\$14.40	\$14.88	\$15.38	
stockkeeper	\$11.70	\$12.06	\$12.44	\$12.86	\$13.29	\$13.73	\$14.20		
Cook	\$11.04	\$11.44	\$11.87	\$12.33	\$12.78	\$13.28			
Attendants									
Dietary	\$11.13	\$11.55	\$11.92	\$12.32					
Housekeeping	\$11.13	\$11.55	\$11.92	\$12.32					
Laundry	\$11.13	\$11.55	\$11.92	\$12.32					
Electrician \$19.93									
P.Plant Engineer 4	\$15.27	\$15.80							
Maint Svc Wrk I	\$10.46	\$10.84	\$11.23	\$11.67	\$12.09	\$12.58			
Maint Svc Wrk U	\$12.09	\$12.58	\$13.02	\$13.51	\$14.07	\$14.57			
Maint Svc Wrk III	\$12.78	\$13.28	\$13.80	\$14.34	\$14.89	\$15.53			
Inst Svc W I	\$10.10	\$10.41	\$10.77	\$11.13					
Inst Svc W II	\$10.41	\$10.77	\$11.13	\$11.55					
Garment Wrker I	\$10.61	\$10.97	\$11.34	\$11.75					
Garment Wrker II	\$11.13	\$11.55	\$11.92	\$12.32					
Laundry Washer	\$11.13	\$11.55	\$11.92	\$12.32					
Laundry Super	\$11.26	\$11.66	\$12.06	\$12.50					

* Long Term Care Nursing Attendant
 ** Geriatric Psychiatric Nursing Attendant

APPENDIX B
PAY CLASSIFICATIONS
 Rosehaven Care Centre
Basic Rates of Pay Effective April 01, 1998

AUXILIARY NURSING

LTC - N.A. *	\$10.34	\$10.67	\$11.01	\$11.35	\$11.70
GP - N.A. **	\$11.63	\$12.07	\$12.51	\$12.95	\$13.36
LPN	<u>\$12.29</u>	\$12.72	\$13.19	\$13.63	\$14.13
Therapy Aide	\$11.63	\$12.07	\$12.51	\$12.95	\$13.36
Therapy Assist	\$12.29	\$12.72	\$13.19	\$13.63	\$14.13
Pharmacy Aide	\$10.86	\$11.21	\$11.57	\$11.92	\$12.29

GENERAL SUPPORT

Admin Support II	\$10.15	\$10.40	\$10.66	\$10.99	\$11.33	\$11.69	\$12.09	\$12.46	\$12.87
Admin Support III	\$11.33	\$11.69	\$12.09	\$12.46	\$12.87	\$13.29	\$13.72	\$14.21	
Admin Support IV	\$12.46	\$12.87	\$13.29	\$13.72	\$14.21	\$14.69	\$15.18	\$15.69	
Stockkeeper	\$11.93	\$12.30	\$12.69	\$13.12	\$13.56	\$14.00	\$14.48		
Cook	\$11.26	\$11.67	\$12.11	\$12.58	\$13.04	\$13.55			
Attendants									
Dietary	\$11.35	\$11.78	\$12.16	\$12.57					
Housekeeping	\$11.35	\$11.78	\$12.16	\$12.57					
Laundry	\$11.35	\$11.78	\$12.16	\$12.57					
Electrician	\$20.33								
P. Plant Engineer 4	\$15.58	\$16.12							
Maint Svc Wrk I	\$10.67	\$11.06	\$11.45	\$11.90	\$12.33	\$12.83			
Maint Svc Wrk II	\$12.33	\$12.83	\$13.28	\$13.78	\$14.35	\$14.86			
Maint Svc Wrk III	\$13.04	\$13.55	\$14.08	\$14.63	\$15.19	\$15.84			
Inst Svc W I	\$10.30	\$10.62	\$10.99	\$11.35					
Inst Svc W II	\$10.62	\$10.99	\$11.35	\$11.78					
Garment Wrker I	\$10.82	\$11.19	\$11.57	\$11.99					
Garment Wrker II	\$11.35	\$11.78	\$12.16	\$12.57					
Laundry Washer	\$11.35	\$11.78	\$12.16	\$12.57					
Laundry Super	\$11.49	\$11.89	\$12.30	\$12.75					

- * Long Term Care Nursing Attendant
- ** Geriatric Psychiatric Nursing Attendant

APPENDIX C
PAY CLASSIFICATIONS
 Rosehaven **Care** Centre
 Basic Rates of Pay Effective April 01, 1999

AUXILIARY NURSING

LTC - N.A. *	\$10.34	\$10.67	\$11.01	\$11.35	\$11.70
GP - N.A. **	\$11.98	\$12.43	\$12.89	\$13.34	\$13.76
LPN	<u>\$12.66</u>	\$13.10	\$13.59	\$14.04	\$14.55 BR
Therapy Aide	\$11.98	\$12.43	\$12.89	\$13.34	\$13.76
Therapy Assist	\$12.66	\$13.10	\$13.59	\$14.04	\$14.55
Pharmacy Aide	\$11.19	\$11.55	\$11.92	\$12.28	\$12.66

GENERAL SUPPORT SERVICES

Admin Support II	\$10.45	\$10.71	\$10.98	\$11.32	\$11.67	\$12.04	\$12.45	\$12.83	\$13.26
Admin Support III	\$11.67	\$12.04	\$12.45	\$12.83	\$13.26	\$13.69	\$14.13	\$14.64	
Admin Support IV	\$12.83	\$13.26	\$13.69	\$14.13	\$14.64	\$15.13	\$15.64	\$16.16	
Stockkeeper	\$12.29	\$12.67	\$13.07	\$13.51	\$13.97	\$14.42	\$14.91		
Cook	\$11.60	\$12.02	\$12.47	\$12.96	\$13.43	\$13.96			
Attendants									
Dietary	\$11.69	\$12.13	\$12.52	\$12.95					
Housekeeping	\$11.69	\$12.13	\$12.52	\$12.95					
Laundry	\$11.69	\$12.13	\$12.52	\$12.95					
Electrician	\$20.94								
P.Plant Engineer 4	\$16.05	\$16.60							
Maint Svc Wrk I	\$10.99	\$11.39	\$11.79	\$12.26	\$12.70	\$13.21			
Maint Svc Wrk II	\$12.70	\$13.21	\$13.68	\$14.19	\$14.78	\$15.31			
Maint Svc Wrk III	\$13.43	\$13.96	\$14.50	\$15.07	\$15.65	\$16.32			
Inst Svc W I	\$10.61	\$10.94	\$11.32	\$11.69					
Inst Svc W II	\$10.94	\$11.32	\$11.69	\$12.13					
Garment Wrker I	\$11.14	\$11.53	\$11.92	\$12.35					
Garment Wrker II	\$11.69	\$12.13	\$12.52	\$12.95					
Laundry Worker	\$11.69	\$12.13	\$12.52	\$12.95					
Laundry Super	\$11.83	\$12.25	\$12.67	\$13.13					

* Long Term Care Nursing Attendant
 ** Geriatric Psychiatric Nursing Attendant

LETTER OF UNDERSTANDING #1

BETWEEN

BETHANY NURSING HOME OF CAMROSE, ALBERTA
at Rosehaven Care Centre
(The Employer)

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 057/001)
(The Union)

Creation, effective April 1, 1997 of a new classification "Long Term Care Nursing Attendant." A regular full-time employee classified in the Long Term Care Nursing Attendant classification at date of signing of **this** Agreement **and** whose current rate of pay is higher **than** the **maximum** rate of pay shall be paid **in** lieu of the pay increases set out in **this** Collective Agreement, lump sums of:

- | | | |
|------|--------------|-----------------|
| i) | January 1998 | \$850.00 |
| ii) | April 1998 | \$500.00 |
| iii) | April 1999 | \$500.00 |

Second, **his** existing rate of pay **shall** be **maintained until** the maximum rate for the classification **equals** or exceeds that rate.

An employee, other **than** a Long Term Care Nursing Attendant, whose rate of pay exceeds the **maximum** pay rate for **his** classification **shall** receive **an annual** lump sum payment **equal** to the increases set out in **this** Collective Agreement, applied to his existing rate of pay in each year in which **his** rate of pay exceeds the **maximum** pay rate for **his** classification.

LETTER OF UNDERSTANDING #2

BETWEEN

BETHANY **NURSING HOME** OF CAMROSE, ALBERTA
at Rosehaven Care Centre
(The Employer)

and

THE ALBERTA **UNION OF PROVINCIAL EMPLOYEES**
(~~on behalf~~ of Local 057/001)
(The **Union**)

Notwithstanding Article 30 (Sick Leave), the ~~Parties agree~~ that effective on the first day of the ~~month~~ following the date of signing of the Collective Agreement, regular full time employees shall be entitled to a bank of Sick Leave days in accordance with the following schedule:

Completed Years of Service	Sick Days Banked
7+	120
6	110
5	90
4	70
3	50
2	30
1	15
<1	10

(Regular part-time employees shall be entitled to the same schedule except on a prorated basis; eg. Half-time employees who have completed ~~four (4)~~ years of service shall be entitled to a bank of 70 half-days.)

An employee absent due to illness or injury at the effective date of the amended Sick Leave Article shall not become eligible for the amended provisions until the employee has returned to work for a period of ten (10) consecutive scheduled workdays.

LETTER OF UNDERSTANDING #3

BETWEEN

BETHANY **NURSING HOME** OF CAMROSE, ALBERTA
at Rosehaven Care Centre
(The Employer)

and

THE ALBERTA **UNION** OF PROVINCIAL EMPLOYEES
(on behalf of Local 057/001)
(The Union)

Whereas the Employer **may** require reductions in the number of Regular Full-time and Regular part-time employees that they employ, the Parties agree **to** provide a Voluntary Separation Allowance **as** follows:

1. During the term of **this** Letter of Understanding, the Separation Allowance (as outlined in paragraph 5 of **this** Agreement) is available to **eligible** Employees in lieu of the provisions of Article 15 (Layoff and Recall) of the Collective Agreement entered into by the Parties.
2. The Separation Allowance will **be** available for Regular Full-time and Regular Part-time Employees. Eligible Employees will be entitled to receive the Separation Allowance at their regular Basic **Rate** of Pay in effect at the time of election of the Separation Allowance.
3. Where an eligible Employee **has** made an election to accept the Separation Allowance, the election shall only be altered by agreement of the Employee and Employer. Separation of employment shall occur at a time selected by the Employer. Employees shall make their election for Separation Allowance within fourteen **(14)** calendar days of the receipt of a Notice of Layoff.
4. In addition to paragraphs 1 and 2, Employees who have not received Notice of Layoff may request the Separation Allowance. Such offers may but **will** not necessarily result in an offer of the Separation Allowance by the Employer to that Employee. Offers are subject to operational **requirements as determined** by the Employer, whose decision is **final** and binding and cannot be challenged. Employees who request the Separation Allowance, if approved by the Employer under **this** paragraph, are required to resign at a time acceptable to the Employer.
5. The **Separation** Allowance for Regular Full-time Employees **under this** letter shall **be** calculated at **two (2)** weeks pay per years of service to a **maximum** allowance of forty-three **(43)** weeks pay. Regular part-time Employees **will** be eligible to receive a Separation Allowance **on a prorata basis in proportion** to hours worked by a **Regular** Full-time Employee in the same classification.
6. **This** Letter of Understanding shall be effective **date** of signing and shall remain in force and effect **until** March 31, 2000.


LETTER OF UNDERSTANDING #4

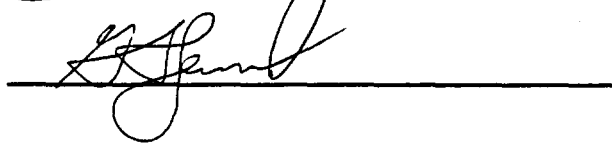
BETWEEN
BETHANY NURSING HOME OF CAMROSE, ALBERTA
at Rosehaven Care Centre
(The Employer)
- and -
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES
(on behalf of Local 057/001)
(The Union)

Notwithstanding Article **20 (Hours of Work)** or Article **21 (Overtime)**, the Parties agree that any Employee who is assigned or volunteers to accompany on an authorized "camping trip" will be paid one **(1) day's** pay at **her normal** daily Basic Rate of Pay plus a **stipend** of twenty dollars (\$20.00) for every twenty-four **(24)** hour period of **time** away from the **work** site for the purposes of that **camping** trip.

IN WITNESS WHEREOF the Parties have caused these presents to be executed by their duly authorized officers in that behalf, the day and year first above written.


ON BEHALF OF BETHANY NURSING HOME OF
CAMROSE, ALBERTA AT ROSEHAVEN CARE CENTRE







December 19, 1997
Date

ON BEHALF OF THE ALBERTA UNION OF PROVINCIAL
EMPLOYEES



President


Negotiator


Chair

22/DEC/97
Date