



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BETHANY NURSING HOME  
OF CAMROSE, ALBERTA  
at ROSEHAVEN CARE CENTRE**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**on behalf of**

**LOCAL 042 CHAPTER 005**

**APRIL 1, 2000 - MARCH 31, 2002**

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This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

BETWEEN:

**BETHANY NURSING HOME OF CAMROSE, ALBERTA  
AT ROSEHAVEN CARE CENTRE**

(hereinafter referred to as "The Employer")

of the first part

and

The Alberta Union of Provincial Employees  
On behalf of Local **042/005**  
(hereinafter referred to as "the Union")

of the second part

and

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 042/005 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 Employee”, is one who is hired on a temporary basis for a full-time or part-time position:
      - (a) for a specific job of more than three (3) months but less than six (6) months; or
      - (b) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months; or
      - (c) to replace a full-time or part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

**The term** of employment of such Temporary Employee may be extended only by mutual agreement in writing between the Employer and the Union. Temporary Employees do not have a continuing employment relationship with the Employer.

- (iv) "Casual Employee" is a person who:
  - (i) works **on** a call-in basis and is not regularly scheduled; or
  - (ii) is regularly scheduled for a period of three **(3)** months or less for a specific job; or
  - (iii) relieves for an absence the duration of which is three **(3)** months or less.

Casual 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 on specific shifts.
- (g) "Anniversary Date", unless otherwise changed by the operation of the terms of this Collective Agreement 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 be 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.
- 2.05 Employees **who**, prior to the effective date of this Collective Agreement, were in receipt of an hourly rate of pay which was in excess of that provided by this Collective Agreement, shall continue to be paid at their previous hourly rate of pay until such time that their previously hourly

rate of pay is exceeded by the applicable Basic Rate of Pay, unless altered by mutual agreement.

- 2.06 When a difference arises out of a provision contained in this Collective Agreement and the subject matter is covered by the Employer's regulations, guidelines or directives, the Collective Agreement shall supersede the regulations, guidelines or directives.

### **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 Payment 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 fifteenth **(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) Upon receipt of a written grievance, a hearing which may be arranged by either party, shall occur within ten (10) days. An Employee shall have the right to have a Union Steward present during discussion at this or any subsequent Step.

**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) Upon receipt of a written grievance, the President or his designate shall arrange a hearing which shall occur within ten (10) days.
- (c) The President, 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 President. The decision given by the President, 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 President 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**

##### **o Discrimination**

- 12.01 There shall be no discrimination, restriction or coercion exercised or **practiced** in respect of any employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual preference, marital status, physical disability nor by reason of membership or non-membership or activity in the Union.

#### **ARTICLE 13**

##### **Probation and Orientation**

- 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 five hundred and five (505) hours worked. 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 an additional five hundred and five (505) hours worked.

13.03 This Article shall not apply to Temporary Employees.

13.04 Each new hire shall receive:

- (i) at least one (1) paid day of General Orientation, and
- (ii) at least one (1) paid day for Departmental Orientation.

Employees receiving orientation shall not replace regularly scheduled 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.

14.05 The Employer shall provide, once per year, an updated Seniority List each for Regular Full-time and Regular Part-time Employees. These lists shall be posted on Union Bulletin Boards and copies forwarded to the Chief Shop Steward.

#### **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 **(1 1/2)** 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 seven **(7)** days.
- 16.02 All applications delivered in writing to the Employer during such period of posting will be considered. Internal applicants who apply on a posted position shall be informed in writing of their acceptance or rejection **within** seven **(7)** calendar days of the date of appointment.
- 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 A copy of all Bargaining Unit postings shall be forwarded to the Chief Steward and when the appointment has been made, the Chief Steward shall be notified of the appointee's name and the Department concerned.

16.05 A regular Employee who applies for and is successful on a temporary posting shall maintain her status as a regular Employee. At the completion of the temporary term, the regular Employee shall return to her former position.

16.06 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.

17.02 When an Employee is transferred to a classification with a lower maximum salary, the Employee shall move to the step, of the lower paid classification which is nearest the salary or equal to that he held in the classification from which he was transferred, whichever is greater, and his anniversary date shall be changed.

##### **Trial Period**

17.03 An employee transferred or promoted to a more senior position in the Bargaining Unit shall serve a trial period of up to four hundred and seventy one point two five (471.25), five hundred and three point seventy five (503.75), or five hundred and twenty (520) hours worked as applicable, in the new position. During the trial period the Employee may either:

(a) return to his former position at his request if available; or

(b) be returned to his former position by the Employer;

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 in the same classification.

#### **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 three (3) consecutive working days or longer, shall be advanced to that step in the new range which is next higher than her current rate of pay or to the step which is next higher again if such salary increase is less than the

employee's normal increment on the former salary range. The total amount of such payment shall not exceed the maximum Basic 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 three (3) 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 and Promotions**

- 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 new range which is next higher than her current rate of pay or to the step which is next higher again if such salary increase is less than the Employee's normal increment on the former salary range. 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.

Promotions

19.08 When an Employee is promoted from *one* classification to another salary of such promoted Employee shall be advanced to that step in the new range which is next higher than her current rate of pay or to the step which is next higher again if such salary increase is less than the Employee's normal increment on the former salary range. 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 promoted. The anniversary date shall be changed to the first of the month in which the promotion is effective.

**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 1/4**) hours per week;
  - (ii) thirty-eight and three-quarters (**38 3/4**) 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 the 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 (1/2) hour and not more than one and one-half (1 1/2) 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 (**1/3**) 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.
- 20.16 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of the conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time, the resultant reduction shall be effected with the appropriate deduction in regular earnings.
- 20.17 Employees will not have less than fifteen and one-half (**15 1/2**) hours off between the ending of one shift and the commencement of the next shift, except in the case of overtime work or as otherwise mutually agreed between the Employer and the Employee. Failure to provide at least fifteen and one-half (**15 1/2**) hours rest between shifts shall result in payment of **overtime** at established rates for any hours worked during the normal rest period.

#### **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 (**1/2**) 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 (**1 1/2**) 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 (**1 1/2**) 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 (**1/2**) 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) For purpose of the Article, "immediately available" shall be defined as the Employee's ability to respond while on-call within twenty (20) minutes of the call-out, and be located no further than thirty (30) kilometres from the facility while on-call.
- (c) 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.
- (d) 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 hours he was on "on-call duty" and paid pursuant to Article 23 for the hours worked on call-out.
- (e) 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.

A R T I C L E

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 one (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, effective the date of ratification, one dollar and fifty (\$1.50) 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 PM to 8:00 AM.
- 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, effective the date of ratification, a weekend premium of one dollar and ten cents (\$1.10) 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**

**Paid Holidays**

27.01 (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 1st 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.

27.02 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.

27.03 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 (~~1 1/2 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.

27.04 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.

27.05 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.

27.06 No payment shall be made for any paid holiday occurring during a layoff or unpaid leave of absence.

27.07 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

27.08 (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 1/2~~X~~) their Basic Rate of Pay for such work.

### **ARTICLE 28**

#### **Annual Vacation**

28.01 Vacation Entitlement

Subject to Article 35.07(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.

28.02 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.

28.03 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.

- 28.04 When an Employee is required to work during his vacation he shall receive pay of one and one-half times (~~1 1/2 X~~) his Basic Rate of Pay. Hours worked while on vacation shall not be deducted from the Employee's vacation credits.
- 28.05 An Employee who terminates his service or who is terminated shall receive vacation pay in lieu of all vacation earned but not taken.
- 28.06 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.
- 28.07 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.
- 28.08 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
- 28.09
- (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 29

### Sick Leave

- 29.01 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.
- 29.02 The Employee shall be allowed a credit for sick leave, computed from the date of employment, at the rate of one and one-half (1 1/2) 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.
- 29.03 Regular Part-time Employees shall accrue sick leave credits in accordance with Article 29.14 to a maximum level of sick credits that is pro-rated with the size of their position.
- 29.04 Sick Leave credits shall not accrue during any period of sick leave in excess of one (1) month.
- 29.05 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.
- 29.06 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.
- 29.07 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.

- 29.08** Sick leave shall not be granted for pregnancy, but sick leave may be granted for related complications.
- 29.09** Employees reporting sick shall do so to the manager as soon as possible.
- 29.10** The Union will cooperate and work with management in controlling usage of sick leave.
- 29.11** Sick leave will be granted for dental and medical appointments.
- 29.12** This Article is subject to **29.13** (Proof of Illness).
- 29.13** Proof of Illness
- (a) Employees may be required to submit proof satisfactory to the Employer of an 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 **29.13(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 LTD 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**.

**29.14** Sick Leave Benefits Applicable to Regular Part-time Employees

- (a) The provisions of Article **29**, 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 30**

**Workers' Compensation**

**30.01** 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.

**30.02** The foregoing Article **30.01** 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**. The eligibility period specified in Article **31.01** shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

**30.03** When a day designated as a paid holiday under Article **27** 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 31**

**Prepaid Health Benefits**

**31.01** 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

31.02 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.

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

31.04 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**

A31.01 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 (1/2) of the cost of the family premium **where the** Employee and his family are covered under the Plan; or
- (b) one-half (1/2) of the cost of the single premium where only the Employee is covered under the Plan;
- (c) one-half (1/2) of the cost of the monthly premium for those Employees who participate in the Hospital Employees' Group Extended Medical Benefits Plan.

A31.02 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**

**B31.01** 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 sum 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 sum 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 sum 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 **31.01** 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.



**B31.02** Accidental Death and Dismemberment Insurance for Employees not insured under Clause **31.01**:

- (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 **31.01**, that provides insurance coverage up to a maximum principal sum 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 intent issued by the Insurer.

**B31.03** 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.)**

**C31.01** 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.

**C31.02** The Employer and eligible Employees shall each pay fifty percent (**50%**) of the monthly premium costs for Long Term Disability benefits,

**C31.03** 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.

**C31.04** 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 **C31.05**, of not less than **sixty-six and two-thirds percent (66 2/3%)** of monthly salary received or entitled to receive as an Employee at the **time** of commencement of **L.T.D.**

benefits pursuant to Clause **C31.03** up to a maximum benefit of seven thousand (**\$7,000**) dollars per month.

**C31.05**

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 children's 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 **C31.06**.

**C31.06**

- (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 **C31.03 (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 **C31.06(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.

**C31.07**

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.

**C31.08** 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.

**C31.09** (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

**D31.01** 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.

**D31.02** The Employer will pay the premium costs of the Plan.

**D31.03** 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:

(i) under eighteen (18) years of age; or

(ii) 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

(iii) of any age and incapable of self-sustaining employment by reasons of mental retardation or physical handicap, and in all cases is chiefly dependent on the Employee for financial support and maintenance.

- D31.04** 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.
- D31.05** 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.
- D31.06** 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.
- D31.07** 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.

**D31.08** 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 this 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.

**D31.09** ORTHODONTIC DENTAL SERVICES under the Dental Plan include: oral examination, diagnostic procedures, surgery, extractions, adjustments and appliances all in respect of orthodontic procedures.

- D31.10** 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.
- D31.11** An Employee information brochure on the Dental Plan will be available to each eligible Employee.
- D31.12** The Employer shall determine the claims and administration procedures for the Plan including associated independent third party administrative services.
- D31.13** 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 32**

##### **Pension Plan**

- 32.01** (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 33**

##### **S a f e t y a n d**

- 33.01** The Parties will cooperate to the fullest extent in the matters of occupational health, safety and accident prevention.
- 33.02** (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.
- 33.03
  - (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.
- 33.04
  - (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 34

##### Leave of Absence

34.01 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 **34.01B** 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 **34.01B (b)** - time off as required not to exceed one **(1)** days;

- (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 34.01A, 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.

34.02 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.



34.03

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.

**34.04** 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.

**34.05** 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 **34.05(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.

**34.06** 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.

**34.07** 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 **34.03(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 **28.06**. 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 35**

### **Supply of Uniforms**

- 35.01 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 36**

### **Tools**

- 36.01 One (1) basic set of hand tools shall be supplied by the Employer for use by Power Plant Engineers.
- 36.02 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 37**

### **Parking**

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

## **ARTICLE 38**

### **Terms, Conditions and Benefits of Employment Applicable To Regular Part-Time Employees**

- 38.01 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 39**

### **Terms, Condition and Benefits of Employment Applicable To Temporary and Casual Employees**

- 39.01 The provisions of the following Articles shall not apply to Casual Employees:  
Article 13 - Probation  
Article 14 - Seniority

Article 17 - Transfers  
Article 19 - Reclassification  
Article 29 - Sick Leave  
Article 31 - Prepaid Health Benefits  
Article 32 - Pension Plan  
Article 33 - Safety and Health  
Article 34 - Leaves of Absence  
Article 36 - Tools  
Article 38 - Terms and Benefits for Part-time Employees

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

Article 15 - Layoff and Recall  
Article 29 - Sick Leave  
Article 31 - Prepaid Health Benefits  
Article 32 - Pension Plan  
Article 33 - Safety and Health  
Article 34 - Leaves of Absence except; 34.04, 34.05 and 34.06 does apply  
Article 38 - Terms and Benefits for Part-time Employees

39.03 All other Articles of this Collective Agreement shall apply except as specifically modified therein, in which case the modification shall supersede this Article.

#### ARTICLE 40

##### Term of Collective Agreement

40.01 This Collective Agreement shall take effect as of the date of signing and shall remain in full force and effect until March 31, 2002 and from year to year thereafter unless notice is served by either party pursuant to the Code.

40.02 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.

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

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

**ARTICLE 41**

**Notice**

41.01 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 President  
The **Bethany** Group  
4617 - 56 Street  
Camrose, Alberta **T4V 4M5**

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

**ARTICLE 42**

**Salaries**

42.01 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

42.02 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.

42.03 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.

**PAY CLASSIFICATIONS**

**Auxiliary Nursing**

**Long Term Care Nursing Attendants (Hawthorn Program)**

	1	2	3	4	5	6	7
<b>April 1/2000</b>	11.06	11.35	11.64	12.01	12.40		
<b>August 1/2000</b>	11.06	11.35	11.64	12.01	12.40	12.77*	
<b>April 1/2001</b>	11.50	11.80	12.10	12.49	12.89	13.28*	
<b>August 1/2001</b>	11.50	11.80	12.10	12.49	12.89	13.28*	13.67*

\*To move to this rate of pay, an Employee must qualify for the applicable step and successfully complete the PSA, or equivalent certificate program.

**Geriatric Psychiatric Nursing Attendants (Rosehaven Program)**

	1	2	3	4	5	6	7
<b>April 1/2000</b>	12.45	12.93	13.41	13.87	14.31		
<b>August 1/2000</b>	12.45	12.93	13.41	13.87	14.31	14.74*	
<b>April 1/2001</b>	12.96	13.44	13.94	14.43	14.88	15.33*	
<b>August 1/2001</b>	12.96	13.44	13.94	14.43	14.88	15.33*	15.79*

\* To move to this rate of pay, **and** Employee must qualify for the applicable step and successfully complete the PSA, or equivalent certificate program.

**Licensed Practical Nurse**

	1	2	3	4	5
<del>April 1/2000</del>	<del>13.15</del>	<del>13.62</del>	<del>14.13</del>	<del>14.60</del>	15.13
<del>August 1/2000</del>	<del>13.69</del>	<del>14.17</del>	<del>14.70</del>	<del>15.19</del>	15.74
<b>April 1/2001</b>	14.24	14.74	15.29	15.79	16.37
<b>August 1/2001</b>	14.81	15.33	15.90	16.42	17.02

**BR**

**Therapy Aide**

	1	2	3	4	5	6	7
<b>April 1/2000</b>	12.46	12.93	13.41	13.87	14.31		
<b>August 1/2000</b>	12.46	12.93	13.41	13.87	14.31	14.74*	
<b>April 1/2001</b>	12.96	13.44	13.94	14.43	14.88	15.33*	
<b>August 1/2001</b>	12.96	13.44	13.94	14.43	14.88	15.33*	15.79*

\* To move to this rate of pay, an Employee must qualify for the applicable step and successfully complete the PSA, or equivalent certificate program.

**Therapy Assistant**

	1	2	3	4	5
<b>April 1/2000</b>	13.17	13.62	14.13	14.60	15.13
<b>August 1/2000</b>	13.69	14.17	14.70	15.19	15.74
<b>April 1/2001</b>	14.24	14.74	15.29	15.79	16.37
<b>August 1/2001</b>	14.81	15.33	15.90	16.42	17.02

**Pharmacy Aide**

	1	2	3	4	5	6	7
April 1/2000	11.64	12.01	12.40	12.77	13.17		
August 1/2000	11.64	12.01	12.40	12.77	13.17	13.56*	
April 1/2001	12.10	12.49	12.89	13.28	13.70	14.10*	
August 1/2001	12.10	12.49	12.89	13.28	13.70	14.10*	14.53*

\* To move to this rate of pay, an Employee must qualify for the applicable step and successfully complete the PSA, or equivalent certificate program.

**General Support Services****Admin. Support II**

	1	2	3	4	5	6	7	8	9
April 1/2000	10.87	11.14	11.42	11.77	12.14	12.52	12.95	13.34	13.79
August 1/2000	11.30	11.58	11.88	12.24	12.62	13.02	13.47	13.88	14.34

**Admin. Support III**

	1	2	3	4	5	6	7	8
April 1/2000	12.14	12.52	12.95	13.34	13.79	14.24	14.70	15.23
August 1/2000	12.62	13.02	13.47	13.88	14.34	14.81	15.28	15.83

**Admin. Support IV**

	1	2	3	4	5	6	7	8
April 1/2000	13.34	13.79	14.24	14.70	15.23	15.74	16.27	16.81
August 1/2000	13.88	14.34	14.81	15.28	15.83	16.36	16.92	17.48

**Stockkeeper**

	1	2	3	4	5	6	7
April 1/2000	12.78	13.18	13.59	14.05	14.53	15.00	15.51
August 1/2000	13.29	13.70	14.14	14.61	15.11	15.60	16.13

**Cook**

	1	2	3	4	5	6
April 1/2000	12.06	12.50	12.97	13.48	13.97	14.52
August 1/2000	12.55	13.00	13.49	14.02	14.53	15.10

**Dietary Attendant**

	1	2	3	4
April 1/2000	12.16	12.62	13.02	13.47
August 1/2000	12.64	13.12	13.54	14.01

**Housekeeping Attendant**

	1	2	3	4
April 1/2000	12.16	12.62	13.02	13.47
August 1/2000	12.64	13.12	13.54	14.01



**Laundry Attendant**

	1	2	3	4
April 1/2000	12.16	12.62	13.02	13.47
August 1/2000	12.64	13.12	13.54	14.01

**Electrician**

	1
April 1/2000	21.78
August 1/2000	22.65

**Power Plant Engineer 4**

	1	2
April 1/2000	16.69	17.26
August 1/2000	17.36	17.95

**Maint. Svc. W. I**

	1	2	3	4	5	6
April 1/2000	11.43	11.85	12.27	12.69	13.11	13.53
August 1/2000	11.89	12.32	12.75	13.26	13.74	14.29

**Maint. Svc. W. II**

	1	2	3	4	5	6
April 1/2000	13.21	13.74	14.23	14.76	15.37	15.92
August 1/2000	13.74	14.29	14.80	15.35	15.99	16.56

**Maint. Svc. W. III**

	1	2	3	4	5	6
April 1/2000	13.97	14.52	15.08	15.67	16.28	16.97
August 1/2000	14.53	15.10	15.68	16.30	16.93	17.65

**Inst. Svc. W. I**

	1	2	3	4
April 1/2000	11.03	11.38	11.77	12.16
August 1/2000	11.48	11.83	12.24	12.64

**Inst. Svc. W. II**

	1	2	3	4
April 1/2000	11.38	11.77	12.16	12.62
August 1/2000	11.83	12.24	12.64	13.12

**Garment Worker I**

	1	2	3	4
April 1/2000	11.59	11.99	12.40	12.84
August 1/2000	12.05	12.47	12.89	13.36

**Garment Worker II**

	1	2	3	4
April 1/2000	12.16	12.62	13.02	13.47
August 1/2000	12.64	13.12	13.54	14.01

Laundry Washer

	1	2	3	4
April 1/2000	12.16	12.62	13.02	13.47
August 1/2000	12.64	13.12	13.54	14.01

Laundry Super.

	1	2	3	4
April 1/2000	12.30	12.74	13.18	13.66
August 1/2000	12.80	13.25	13.70	14.20

**ARTICLE 43**

**Legal Indemnification**

**43.01** The Employer acknowledges the principal of vicarious liability and any other rights conferred under any law of Canada or Alberta with respect to responsibility for Employees acting reasonable and without negligence while carrying out the duties of their employment. The limit of the Employer's liability will be to the maximum of the liability insurance carried by the Employer.

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 written below.

Dated at Edmonton, Alberta this 19th day of DECEMBER 2000.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Col Lyman

Don Mahenn

John L. Shand

\_\_\_\_\_

DATE 2000 December 18

DATE 19 DECEMBER/2000

**LETTER OF UNDERSTANDING #1**

between

**BETHANY NURSING HOME OF CAMROSE, ALBERTA**

at Rosehaven Care Centre

and

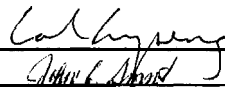
**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES**

(on behalf of Local **042/005**)

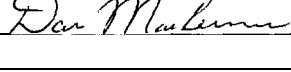
Whereas the Employer may require reductions in the number of Regular Full-time and **Regular** part-time employees that they employ, the Parties agree to provide a Voluntary Separation Allowance as follows:

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 **pro** rata basis **in** proportion to hours worked by a Regular Full-time Employee **in** the same **classification**.

ON BEHALF OF THE BETHANY GROUP

  
\_\_\_\_\_  
DATE 2000 December 18

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

  
\_\_\_\_\_  
DATE 20/10/00

**LETTER OF UNDERSTANDING #2**

between

**BETHANY NURSING HOME OF CAMROSE, ALBERTA**  
at Rosehaven Care Centre

and

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES**  
(on behalf of Local **042/005**)

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.

ON BEHALF OF THE **BETHANY GROUP**

ON BEHALF OF THE ALBERTA  
UNION OF PROVINCIAL  
EMPLOYEES

*Col Bryson*

*Dan MacLennan*

*John L. Stewart*

\_\_\_\_\_

DATE 2000 December 18

DATE 20/Dec/00

**LETTER OF UNDERSTANDING #3**

**between**

**BETHANY NURSING HOME OF CAMROSE, ALBERTA**  
at Rosehaven Care Centre

**and**

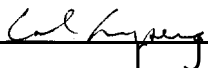
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local **042/005**)

**Re:** Hours of Work

1. The Parties agree to form a Committee with equal representation (up to three (3) representatives by each party) that will make recommendations on scheduling, rotations and hours of work.
2. Any recommendations that are implemented which may conflict with the Collective Agreement will be addressed in Letters of Understanding between the Parties and will then be effective for the duration of the term.

ON BEHALF OF THE **BETHANY GROUP**

ON BEHALF OF THE ALBERTA  
UNION OF PROVINCIAL  
EMPLOYEES

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

DATE 2000 December 18

DATE 20/DEC/00

**LETTER OF UNDERSTANDING #4**

between

**BETHANY NURSING HOME OF CAMROSE, ALBERTA**

at Rosehaven Care Centre

and

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES**

(on behalf of Local **042/005**)

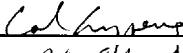
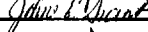
**Re: Contracting Out**

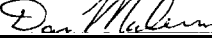
1. The Parties **recognize** the important contribution the General Support Staff make **in** the delivery of support services, and are committed to ensure job security where reasonable possible. To this end, it is understood **by** the **parties** that **this** Employer will consult **with** the Union, as soon as reasonably **possible** and at a minimum one (1) month prior to any workforce adjustment, resulting from a decision to discontinue a program or undertaking in an effort to explore alternatives to **minimize** the impact of the decision.
2. **In** the event of an adjustment, as outlined **in 1**, the Employer agrees that employees affected shall be given no less than **ninety (90)** calendar days written notice prior to the implementation of a contracting out workforce adjustment. Such notice will be concurrent with any required layoff notice carried out in accordance with Article **15** (Layoff and Recall).
3. The Parties agree to work towards the implementation and **utilization** of voluntary measures, including but not limited to voluntary leaves of absence, transfers, and voluntary separation programs, including **early** retirement, job sharing or severance agreements in order to **minimize** the impact on **employees**.
4. The Employer will delay until October **1, 2001** any contracting out of work performed by employees **in** this bargaining **unit which** would result in job loss. However, this Letter of Understanding does not prevent contracting out due to the performance of extra work **required** by the Employer, **providing** the performance of the aforementioned work does not **reduce** the hours of work of **any** regular employee.
5. This Letter of Understanding will not prevent the **transfer** of services and the associated employees **between** health care facilities operated by the **Bethany** Group.

**This** Letter of Understanding will expire on October **1, 2001**.

ON BEHALF OF THE **BETHANY** GROUP

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

  
\_\_\_\_\_  
  
\_\_\_\_\_  
DATE 2000 December 18

  
\_\_\_\_\_  
\_\_\_\_\_  
DATE 20/02/00