

*Chantelle Management Ltd.*



**COLLECTIVE AGREEMENT**

**BETWEEN**

**EDITH CAVELL CARE CENTRE  
(Chantelle Management Ltd.)**

**and the**

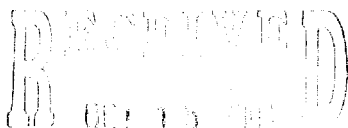
**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**on behalf of**

**LOCAL 048 CHAPTER 011**

**January 1, 2004 - June 30, 2006**

USWA



13342(01)

## NUMERICAL INDEX

Article	Page
Preamble.....	2
1 Term of Agreement.....	3
2 Application.....	4
3 Strikes and Lockouts.....	4
4 Definitions.....	4
5 Union Recognition.....	6
6 Union Membership, Security and Check-Off.....	7
7 Management Rights.....	8
8 No Discrimination.....	9
9 Union Stewards.....	9
10 Layoff/Recall Procedure.....	10
11 In-service Program/Disaster Plan Exercise.....	11
12 Occupational Health and Safety.....	12
13 Hours of Work.....	13
14 Overtime.....	15
15 Salaries.....	16
16 Pay Periods.....	16
17 Shift Differential/Weekend Differential.....	16
18 Job Classification.....	17
19 Probation.....	18
20 Appointments, Promotions, Transfers and Vacancies.....	18
21 Leave of Absence.....	19
22 Annual Vacation.....	22
23 Named Holidays.....	25
24 Health Benefits.....	26
25 Workers' Compensation.....	27
26 Sick Leave.....	28
27 Discipline and Dismissal.....	31
28 Grievance Procedure.....	33
29 Seniority.....	35
30 Performance Appraisals.....	36
31 Resignation.....	37
32 Committee Participation.....	37
33 Technological Change.....	37
34 Temporary Assignments.....	38
35 Pension Plan.....	38
Letter of Understanding: Lump Sum Payments.....	40
Letter of Understanding: Lump Sum Payments to GS Classifications.....	41
Letter of Understanding: Contracting Out.....	42
Salary Schedules.....	43
Signing Page.....	44

## ALPHABETICAL INDEX

Article	Page
22	Annual Vacation.....22
2	Application.....4
20	Appointments, Promotions, Transfers and Vacancies.....18
32	Committee Participation.....37
4	Definitions.....4
27	Discipline and Dismissal.....31
28	Grievance Procedure.....33
24	Health Benefits.....26
13	Hours of Work.....13
11	In-service Program/Disaster Plan Exercise.....11
18	Job Classification.....17
10	Layoff/Recall Procedure.....10
21	Leave of Absence.....19
	Letter of Understanding: Contracting Out.....42
	Letter of Understanding: Lump Sum Payments.....40
	Letter of Understanding: Lump Sum Payments to GS Classifications.....41
7	Management Rights.....8
8	No Discrimination.....9
12	Occupational Health and Safety.....12
14	Overtime.....15
16	Pay Periods.....16
35	Pension Plan.....38
30	Performance Appraisals.....36
	Preamble.....2
19	Probation.....18
31	Resignation.....37
15	Salaries.....16
	Salary Schedule.....43
29	Seniority.....35
17	Shift Differential/Weekend Differential.....16
26	Sick Leave.....28
	Signing Page.....44
3	Strikes and Lockouts.....4
33	Technological Change.....37
34	Temporary Assignments.....38
1	Term of Agreement.....3
6	Union Membership, Security and Check-Off.....7
5	Union Recognition.....6
9	Union Stewards.....9
25	Workers Compensation.....27

COLLECTIVE AGREEMENT made this 11th day of May, 2004.

**BETWEEN**

**EDITH CAVELL CARE CENTRE  
(Chantelle Management Ltd.)**

**- and the -**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**on behalf of**

**LOCAL 048 CHAPTER 011**

**(Covering all Employees at the Edith Cavell Care Centre, when  
employed in Auxiliary Nursing Care or General Support Services)**

**PREAMBLE**

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

It is the intent of the Parties to:

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

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**ARTICLE 1**

**TERM OF AGREEMENT**

- 1.01 This agreement, including Appendices thereto, unless altered by mutual consent of both parties hereto, shall be in force and effect from January 1st, 2004 up to and including **June 30th, 2006** and from year to year thereafter unless notification of desire to amend or terminate be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to the expiration date.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under 1.01 above, the negotiating committees shall exchange and initial proposed amendments at commencement of negotiations. This in no way limits either party from submitting counter proposals during negotiations.
- 1.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed;

in the case of the Employer to:

President and Chief Executive Officer  
Chantelle Management Ltd.  
Suite 214, 20171 92A Avenue  
Langley, BC V1M 3A5

And copied to:

Administrator, Edith Cavell Care Centre  
1255 5th Avenue South  
Lethbridge, AB T1J 0V6

and in the case of the Union to:

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

and copied to:

AUPE Southern Regional Office  
#203 1921 Mayor Magrath Dr. South  
Lethbridge, AB T1K 2R8

- 1.04 The Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed.

## ARTICLE 2

### APPLICATION

- 2.01 The collective agreement shall apply to all employees of the bargaining units as described in Labour Relations Board Certificate Numbers 231-99 and 232-99 except the classifications of Recreational Therapist and Maintenance Coordinator.
- 2.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in the Salaries Appendix, 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 applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. **Such** action shall not affect any other provisions of this Collective Agreement.
- 2.04 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 2.05 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.
- 2.06 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires.

## ARTICLE 3

### STRIKES AND LOCKOUTS

- 3.01 There shall be no strike or lockout or slowdown during the currency of this Collective Agreement as such terms are defined in the Code.

## ARTICLE 4

### DEFINITIONS

- 4.01 "Employee" shall mean a person covered by this Collective Agreement employed by the Employer.

At the time of hire the employment status of each Employee will be determined in accordance with the following:

- (a) "Regular Employee" is one who works on a full time or part time basis:
  - (i) "Full time employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article;
  - (ii) "Part-time Employee" is one who is regularly scheduled for less than the normal hours of work specified in the "Hours of Work" Article;
- (b) "Temporary Employee" is one who is hired on a temporary basis for a full time or part-time position:
  - (i) for a specific job of more than ninety (90) calendar days but less than one hundred and eighty (180) calendar days;
  - (ii) to replace a Full time or Part time employee who is on approved leave of absence for a period in excess of ninety (90) calendar days; or
  - (iii) to replace a Full time or Part time employee who is on leave due to illness or injury, where the employee has indicated that the duration of such leave will be in excess of ninety (90) calendar days.
  - (iv) **the Employer shall provide at least fourteen (14) calendar days notice of termination of a temporary position.**
- (c) "Casual Employee" is one who:
  - (i) is hired to work on a call-in basis and who is not regularly scheduled;
  - (ii) is scheduled for a period of ninety (90) calendar days or less for a specific job; or
  - (iii) relieves for absences the duration of which is ninety (90) calendar days or less.

4.02 (a) Except as specifically stated otherwise the provisions of this Collective Agreement shall apply to part-time Employees.

(b) Except as specifically stated in this Collective Agreement, the provisions of this Collective Agreement shall not apply to Temporary and Casual Employees.

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

4.04 "Union" means the Alberta Union of Provincial Employees.



- 4.05 "Employer" shall mean Chantelle Management Ltd. (Edith Cavell Care Centre) and includes such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the facility.
- 4.06 "Local" means Local 048 of the Alberta Union of Provincial Employees.
- 4.07 "Chapter" means Chapter 011 of the Alberta Union of Provincial Employees.
- 4.08 "Member" means an Employee of the Employer who is included in this Collective Agreement and who is a member of the Local.
- 4.09 "Administrator" shall mean the Administrator of the Edith Cavell Care Centre.
- 4.10 "Gross Earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.
- 4.11 "Basic Rate of Pay" shall mean the applicable step on the pay range for the Employee's classification as set out in the Salaries Appendix in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.
- 4.12 "Shift" shall mean a daily tour of duty exclusive of overtime hours. The first (1st) shift of the day shall be that shift in which the majority of hours fall between twenty-three hundred hours (2300) and zero seven thirty hours (0730).
- 4.13 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "shift cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 4.14 For the purposes of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.

## ARTICLE 5

### UNION RECOGNITION

- 5.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement.
- 5.02 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.
- 5.03 All correspondence between the parties shall flow between designated representatives of the Employer and designated representatives of the

Union. Both parties shall advise each other, in writing, of the names of their representatives.

- 5.04 Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction or emergencies, when regular Employees are not available and providing that the act of performing the aforementioned activities does not displace any bargaining unit Employees or reduce the hours of work or pay of any bargaining unit Employee. **An** emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the well being of the residents.
- 5.05 A request by any Employee for representation by a Union Steward at a **investigative or disciplinary** meeting with the Employer shall not be unreasonably denied.
- 5.06 The Employer agrees that a Union Steward shall be given the opportunity of interviewing each new employee for fifteen (15) minutes for the purpose of explaining the collective agreement and ascertaining whether the Employee wishes to join the Local.
- 5.07 **An** Employee shall have the right to wear the Union pin during working hours.
- 5.08 The Employer shall provide a **secure** bulletin board to be placed in the staff locker room upon which space shall be provided where the Local may be permitted to post notices of meetings and such other notices which may be of interest to Employees. **Such notices shall first be submitted to the Employer for approval prior to posting and a decision shall be provided within one (1) working day exclusive of weekends and named holidays.**
- 5.09 Copies of the collective agreement shall be printed by the Union Following signing of the collective agreement, each Employee shall be provided with a copy. The Union shall supply twelve (12) copies of the collective agreement to the Employer.

## ARTICLE 6

### UNION MEMBERSHIP, SECURITY AND CHECK-OFF

- 6.01 The Employer shall deduct from the wages of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system in effect for the Employer. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate each Employee's name and the amount deducted from each Employee.

- 6.02 Within sixty (60) days of ratification of the Agreement, the Employer shall provide the Union with a list of the names, addresses, status, classification of Employees and annually thereafter, The Employer shall provide the Union with names, addresses, status and classification of any newly hired Employee.
- 6.03 The Union agrees to indemnify and save the Employer harmless from any form of liability arising from or as a result of the deduction of authorized dues, fees or assessments, unless caused by Employer error.
- 6.04 The Employer will, as a condition of employment, deduct from the base earnings of each Employee covered by this Collective Agreement, an amount equal to the dues as determined by the Union.
- 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 change.
- 6.07 Deductions of amounts equal to the dues for all employees shall commence with the first pay period of employment.
- 6.08 The Employer will record the amount of individual dues deducted on T-4 slips issued for income tax purposes.

## ARTICLE 7

### MANAGEMENT RIGHTS

- 7.01 Management reserves all rights not otherwise abrogated or restricted in this Collective Agreement.
- 7.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) maintain order, discipline, efficiency and to make, alter and enforce, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement;
  - (b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
  - (c) hire, promote, transfer, layoff and recall Employees;
  - (d) demote, discipline, suspend or discharge for just cause.

## ARTICLE 8

### NO DISCRIMINATION

- 8.01 There shall be no discrimination restriction or coercion exercised or practiced by either party in respect of any Employee by reason of race, colour, creed, national origin, political or religious belief, gender, marital status, sexual preference, age, physical disability, mental disability, ancestry or place of origin of that person or class of persons nor by reason of membership, non-membership or activity in the Union, nor in respect of an Employee's or Employer's exercising any right conferred under this agreement or any law of Canada or Alberta.
- 8.02 The responsibility to ensure compliance with the above is shared equally by the Employer, the Union and all Employees.
- 8.03 A complaint alleging discrimination, may be presented as a grievance directly to Level 2.

## ARTICLE 9

### UNION STEWARDS

- 9.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent her in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave her job for this purpose, she will request time off from the Administrator and provide her with as much advance notice as possible. Arrangements will be made by the Administrator to permit the Union Steward to leave her job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the Administrator or authorized alternate, which approval shall not be unreasonably withheld.
- 9.02 The Union reserves the right to appoint Union Stewards to represent a work area that has no Union Steward.
- 9.03 A list of Union Stewards shall be supplied by the Union to the Employers Head Office, with a copy to the Administrator. The Employer shall be advised in writing of any change to his list. The list shall be updated by the Union annually.
- 9.04 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the

Employer and when processing a grievance.

9.05 One Union Steward will be paid at his/her basic rate of pay for all time used during his/her regularly scheduled hours of work in attending grievance hearings or joint committee meetings.

9.06 There shall not be any Union meetings on the premises of the Centre without the permission of the Administrator.

9.07 Union Leave

The employer shall not unreasonably withhold approval for leave(s) of absence without pay for Employees elected or appointed to represent the Union at conventions, negotiations, workshops, institutes, seminars or for Union business. Such requests shall be submitted in writing to the Employer fourteen (14) days in advance, and the employer's reply shall be given in writing.

## ARTICLE 10

### LAYOFF/RECALL PROCEDURE

10.01 When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the workforce or reduction in regularly scheduled hours of work of a regular Employee, the Employer will notify employees who are to be laid off at least fourteen (14) calendar days prior to the date of the layoff, except that no notice is required where layoff results from emergency conditions or circumstances, including an act of god, fire, flood or a work stoppage by employees not covered by this Collective Agreement.

10.02 **The** Parties recognize the value of meeting prior to a layoff process occurring. The purpose of this meeting is to discuss the process of how layoffs will take place, review the current seniority list and discuss other relevant factors the Parties agree upon.

10.03 In determining the order of layoff, the employer shall lay off employees in reverse order of seniority by related classification provided that the remaining employees have the qualifications to perform the available work satisfactorily.

For the purpose of interpreting this article, the parties agree that PCA'S with and without certification and Recreation Aides be treated as related classifications; and that Kitchen, Laundry, and Housekeeping Aides be treated as related classifications.

10.04 No new full time or part time employees will be hired while there are other employees on layoff as long as laid off employees have the qualifications to perform the work required and are available to do so.

- 10.05 Employees affected by layoff shall make prior arrangements for payment of the full premium of any applicable benefit plan such as Alberta Health Care Insurance, etc. Failure to make arrangements for payment will result in termination of all benefits.
- 10.06 Other than the continuance of certain benefits as may be arranged under Article 10.04 and the retention of seniority under Article 29, an Employee's right while on layoff shall be limited to the right to recall only as specified in Articles 10.07 and 10.08.
- 10.07 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.
- 10.08 When increasing the work force, recalls shall be carried out in order of seniority by classification provided the Employee being recalled has the qualifications to perform the required work satisfactorily.
- 10.09 Termination of Recall Rights
- The employment of an employee shall be considered terminated when the Employee does not accept recall, or has not changed her status to casual prior to the layoff end date, or has been on layoff for twelve (12) months without being recalled.
- 10.10 Casual Employees
- This Article shall have no application to Casual Employees.

## ARTICLE 11

### IN-SERVICE PROGRAM

- 11.01 (a) The parties to this collective agreement recognize the value of continuing in service education for employees and that the responsibility for such continuing education lies not only with the individual but also with the employer. For the purpose of this Article, the term "in-service" includes: orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the employer.
- (b) The employer reserves the right to identify specific in-service sessions as being compulsory for employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to employees on an annual basis:
- (i) CPR (when established by the Employer as a mandatory qualification);

- (ii) Fire, evacuation and disaster procedures;
  - (iii) Proper lifting and prevention of back injuries;
  - (iv) Workplace Hazardous Materials Information System (WHMIS).
  - (v) And any other education required to meet Continuing Care Standards as mandatory.
- (c) Employees, who with prior approval of their supervisor, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
  - (d) The employer shall make available other in-service education programs as deemed appropriate for the purpose of maintaining proficiency.
  - (e) The Employer shall make educational materials available.

## **ARTICLE 12**

### **OCCUPATIONAL HEALTH AND SAFETY**

- 12.01 The Occupational Health and Safety Committee shall be composed of representatives of the Employer and representatives of the Union and may include other staff of the ~~Blith~~ Cavell Care Centre. This Committee shall meet once a month.
- 12.02 Minutes of each meeting shall be taken and shall be approved by the Committee.
- 12.03 The Committee may make recommendations to the Employer with respect to occupational health and safety matters.
- 12.04 The Committee shall consider measures necessary to ensure the health and safety of each Employee on the Employer's premises.
- 12.05 Should the recommendations not be implemented and adequate steps taken toward the implementation within two (2) months from the date the recommendation is made, the Committee may request and shall have the right to present its recommendation(s) to the Administrator. The Administrator shall reply in writing to the Committee within thirty (30) days of the presentation by the Committee.

## ARTICLE 13

### HOURS OF WORK

#### 13.01 Continuous Operation

It is understood and agreed that the work shall provide for continuous operation Monday through Sunday.

#### 13.02 Full-time Employees

- (a) The regular hours of work for Full-time Employees shall be seventy five (75) hours in each period of fourteen (14) calendar days averaged over one (1) complete cycle of the shift schedule and the normal daily hours of work shall be seven point five (7.5) hours, exclusive of meal periods, unless the position necessitates an alteration which shall be subject to mutual agreement between the Employer and the Union. Unpaid meal periods shall be thirty (30) minutes.

#### Part-time Employees

- (b) The regular hours of work for Part-time and **Casual** Employees shall be up to seventy five (75) hours over a period of fourteen (14) calendar days and the daily hours of work shall be seven point five (7.5) hours, exclusive of meal periods. Unpaid meal periods shall be thirty (30) minutes.

#### 13.03 Rest Periods

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

#### 13.04 Shift Schedules

- (a) Except in cases of emergency or by mutual agreement between the Employee, Employer **and** the Chapter Chairperson of the Union shift schedules shall provide for:
- (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
  - (ii) not more than six (6) consecutive scheduled days of work;
  - (iii) two (2) consecutive days of rest;
  - (iv) no split shifts;
  - (v) no shift shall be less than four (4) hours.



(b) **The Employer, in scheduling shifts shall take in to consideration an Employees request for certain shift schedules subject to the requirements of Article 13.04**

(c) Except by mutual agreement between the Employer and the Union, an Employee shall receive at least one (1) weekend off in two (2) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this Article.

13.05 Posting of Shift Schedules

(a) Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When the Employer initiates a change in the Employee's schedule with less than seven (7) calendar days notice, the Employee shall be paid at one and one-half times (1 1/2X) for all hours worked on the first (1st) shift of the changed schedule.

(b) Employee requests for shift changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances. If the change results in less than seven (7) calendar days notice, the Employees affected will be paid their regular rate of pay for all hours worked.

13.06 The Employer will provide the Union with an authorized copy of all work schedules upon request.

13.07 Reporting Pay

Any Employee who reports for work as requested or scheduled and is sent home for any reason other than disciplinary shall be paid for the full length of the shift or four (4) hours, whichever is the greater, at the Employee's regular rate of pay.

13.08 Additional Casual Shifts

Additional hours of work shall be distributed amongst all Employees as equitably as possible by seniority.

13.09 Daylight Savings Time

On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional one (1) 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 of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

- 13.10 (a) Except for Clauses 13.04(a)(i) and (iii) and 13.04 (b), this Article shall apply to casual Employees.
- (b) Unless prescheduled, Clause 13.05(a) shall not apply to casual Employees.
- 13.11 (a) Employees may exchange shifts among themselves, provided that:
- (i) the exchange is agreed to, in writing, between the affected employees; and
- (ii) prior approval of such exchange has been given by the employee's immediate supervisor.
- (iii) and there is no additional cost to the Employer
- (b) Where such a request is made in writing, the Employer's reply shall also be in writing.
- (c) Such exchange shall be recorded on the shift schedule.
- (d) **Such** exchanges shall not be deemed a violation of the provisions of this Collective Agreement.
- 13.12 Notwithstanding Clause 13.11 an Employee who wishes to give her shift(s) away is entitled to do so, with prior approval of the supervisor.

## ARTICLE 14

### OVERTIME

Changes to this Article shall be effective upon ratification of the agreement by both parties.

- 14.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven point five (7.5) hours per day and/or on the scheduled days of rest for Full Time Employees. The Employer shall provide in each department overtime forms which are to be signed by the designated authorizing person and a copy shall be given to the Employee at the time the overtime was worked.
- 14.02 Part Time and Casual Employees Shall receive overtime compensation for all authorized hours worked in excess of seventy five (75) hours worked in a 14 calendar day period.
- 14.03 Where the Employer requires a part time Employee to work without her having volunteered or agreed to do so, she shall be paid the applicable

overtime rate provided in Article **14.04**.

**14.04** The rate of two times (2X) the applicable basic rate of pay shall be paid for all overtime hours worked.

14.05 Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu of overtime. Such time off shall be banked at the appropriate overtime rate and taken at straight time, as mutually agreed by the Employer and the Employee. In no case shall it be later than thirty (30) days from the date overtime was worked.

## ARTICLE 15

### SALARIES

15.01 The basic rates of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.

15.02 All employees shall be entitled to an increment on the completion of one thousand nine hundred and fifty (1950) hours exclusive of overtime.

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

## ARTICLE 16

### PAY PERIODS

16.01 Paydays shall be on a bi-weekly basis, with direct deposit into the Employee's bank account.

## ARTICLE 17

### SHIFT DIFFERENTIAL/ WEEKEND DIFFERENTIAL

17.01 A shift differential of one dollar and twenty five cents (\$1.25) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to zero seven hundred (0700) hours.

17.02 An Employee shall be paid, in addition to her basic rate of pay and any shift differential to which she may be entitled, a weekend differential of seventy-five cents (\$0.75) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

## ARTICLE 18

### JOB CLASSIFICATION

18.01      **Job Description**

An Employee may request from the Employer a copy of the job description for her position. **All new Employees shall be provided with a copy of their job description during orientation.**

18.02      **New Classification**

Should the Employer introduce a new classification, the Employer and the Union shall, within twenty-eight (28) calendar days of the introduction of the new classification, negotiate a wage rate. Should an agreement not be negotiated in this period, the wage rate proposed by the Employer shall be implemented and if the rate of pay is unacceptable to the Union, the Union shall have fourteen (14) days from the date of implementation to refer the matter in writing to arbitration in accordance with Article 28 of the Collective Agreement.

18.03      **Change to Existing Classification Criteria**

- (a) Where the primary functions or qualifications of any classification, covered by this Collective Agreement, are significantly changed the Employee and the Union shall receive twenty-eight (28) calendar days notice.
- (b) Where the Employer increases the qualifications of a classification, the Employer shall provide the incumbent(s) with a reasonable period of time to obtain the required qualifications.

**Classification Review**

18.04      In the event that an employee believes that their current position is not properly allocated, the employee may request a classification review of their current position. The request for a classification review should be submitted in writing to the Administrator of the Facility or designate.

- (b) The employee and the Union will be advised in writing of the results of the classification review.

Successful classification reviews shall be effective from the date that the original request for classification review was submitted.

## ARTICLE 19

### PROBATION

19.01 An employee shall serve a single probationary period of five hundred and three point seven five (503.75) hours worked exclusive of overtime hours worked, for each period of continuous employment not interrupted by termination or dismissal. In the case of Part-time or **Casual employees** who upon completion of six (6) calendar months employment and who have not completed five hundred and three point seven five (503.75) hours, their probationary period shall be deemed to have been completed.

The probationary period may be extended for a period up to an additional five hundred and three point seven five (503.75) hours worked, however, in no event **will** the total probation period exceed one thousand and seven point five (1007.5) hours, exclusive of overtime hours worked. During the probationary period the employee may be **dismissed** or terminated for **any reason**.

**The Employer shall provide a reason for the dismissal or termination to the Employee. The Employee shall have recourse to the grievance procedure except that the dismissal or termination shall not be a subject of arbitration at level III.**

19.02 The Employer shall provide a paid orientation period for all new employees. The orientation period shall not be less than three (3) working days for direct nursing staff and not less than two (2) working days for general support. **Where in the opinion of the Employer it is necessary, additional orientation requested by an Employee will not be unreasonably denied.**

19.03 The Employer shall provide a performance appraisal of each probationary employee at least once during her probationary period.

#### 19.04 Transfer to Another Position

If a probationary Employee is transferred to another department the Employee will be required to complete a new probation period commencing with the date of transfer.

## ARTICLE 20

### APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

#### 20.01 Postings

When a new full time or part time position is created or when a full time or part time vacancy occurs in any classification covered by this collective agreement such position or vacancy shall be posted for not less than five (5) calendar days in advance of making an appointment. **A copy of all posting**

shall **be** forwarded **to** the Union (Chapter Chairperson).

The posting shall state the classification, full time equivalency, qualifications and education, hours of work and pay rate, date of posting and closing date and time of posting.

20.02 When circumstances require the Employer to fill a vacancy before the expiration of five (5) calendar days, the appointment shall be made on a temporary basis only.

20.03 Applications

Applications for vacancies shall be in writing according to the procedures established by the Employer. Facilities will be provided to accept applications for a posted position at any time within the five (5) working day posting period.

20.04 Selection

In making appointments and filling vacancies, appointments will be made on the basis of education, experience, training, qualifications, skill and other relevant attributes and where these factors are considered by the Employer to be equal, then seniority shall be the deciding factor.

20.05 If in the Employer's opinion, no applicant is qualified to perform the required work, the Employer may fill the vacancy at its discretion.

20.06 The name of the Employee who is appointed to fill the transfer, promotion or vacancy shall be posted for not less than eight (8) days. The Union (Chapter Chairperson) shall be informed in writing of the name of the successful applicant within five (5) days.

20.07 All transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a sixty (60) calendar day trial period in which to demonstrate her ability to perform the new task satisfactorily. Should such employee fail to succeed during the above mentioned trial period, the Employer will make a sincere effort to reinstate the Employee in her former position without loss of seniority or, if such reinstatement is not possible, place the Employee in another suitable position without loss of seniority and at a rate of pay equivalent to that of her former position.

## ARTICLE 21

### LEAVE OF ABSENCE

21.01 General Policies Governing Leaves of Absence

The following rules and procedures shall apply to requests for leaves of absence;

- (a) Unless otherwise stated, all leaves granted under this article are without pay, accumulation of seniority, benefits, income protection or earned vacation, nor will any other benefit be paid or accrued while on leave of absence.
- (b) Where any leave of absence without pay exceeds one (1) month:
  - (i) The Employer shall pay its share of the Health and Welfare benefits for the calendar month in which the leave commences and in the month immediately following up to a total of one (1) month.
  - (ii) If the leave of absence exceeds one (1) month, benefit coverage may be continued by the Employee provided she pays the total cost of the premiums to the Employer in advance for each monthly period in excess of the first month's leave of absence. Failure to remit the payment above will result in the cancellation of benefits.
- (c) Applications for leave of absence shall be submitted in writing to the Employer at least four (4) weeks in advance in order that staff substitutions may be arranged. Applications shall indicate the date of departure on the leave and the date of return. A false statement in an application for leave of absence or neglect to return at the end of the leave granted may result in discipline up to and including dismissal which shall be reported to the Union.

21.02 Employees who are on any leave of absence will not engage in gainful employment on such leave and if an Employee does engage in gainful employment while on such leave without the consent of the Employer, she will forfeit all seniority, rights and privileges contained in this collective agreement.

21.03 Subject to Article 21.01 benefits will accrue from the date of return to employment following such leave of absence. Seniority established at point of leave for leaves exceeding one (1) month will be reinstated upon return to work.

21.04 In case of leaves of absence in excess of one (1) month, the Employee's increment date shall be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter.

21.05 Employees shall not be entitled to paid holidays which may fall during the period of any leave of absence identified hereafter.

21.06 Personal Leaves of Absence

The Administrator shall have the discretion to grant or refuse a request for a leave of absence without pay for personal reasons provided that she receives at least one (1) month's advanced notice in writing, unless impossible, and that such leave may be arranged without undue

inconvenience to the normal operations of the centre. Applicants when applying must indicate the date of departure and specify the date of return.

21.07 Bereavement Leave

Bereavement leave with pay and accumulation of seniority of up to **Three (3)** consecutive scheduled days immediately following the death shall be granted in the event of death of a member of the employees immediate family. **Immediate family shall include spouse (common law and/or same sex-relationship), children (including step children), parents, brothers, sisters, mother in law, father in law, guardian, grandchildren, brother/sister in law, grandparents and fiancé.**

**In the event of a death of another relative or close family friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.**

Bereavement leave shall be extended **up** to two **(2)** additional days without pay as may be necessitated by reason of travel in excess of 500 kms to the funeral.

Casual Employees shall not be eligible for bereavement leave.

An Employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving any other payment such as, for example: Holiday pay, Vacation pay, or income protection.

21.08 Jury Duty

An Employee required to serve jury duty or who is subpoenaed to appear in court provided such court action is not occasioned by the Employees private affairs, shall provide appropriate documentation to the Administrator. The Employee shall be paid the difference between what she would have earned for her scheduled hours (excluding any premium payment otherwise payable) and the fees received pursuant to the performance of jury duty. This will be effected by the Employee signing over her jury or witness fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular salary payments.

The Employee is to notify her Administrator as soon as possible after receipt of notice of selection for jury duty or any subpoena which requires the appearance of the Employee.

21.09 Union Business

The Employer shall not unreasonably withhold approval, based on operational efficiency for leave of absence with out pay for Employees elected or appointed to represent the Local at conventions, workshops, institutes, seminars, or for local business. Such requests for leave of absence



shall be submitted in writing to the Employer.

21.10 Maternity Leave

- (a) **An** Employee who has completed six(6) months, continuous employment shall, upon her request, be granted maternity leave to become effective twelve(12) weeks immediately preceding the expected date of delivery or such shorter period as she requests, providing, however, that if in the opinion of her medical physician, her ability to carry out her normal work assignments become limited she may be placed on maternity leave earlier. Such leave shall be without pay or benefits, except for the valid health related portion of the maternity leave.

The total period of maternity leave shall not normally exceed twelve(12) months, An Employee on maternity leave may maintain her benefits by prepaying, on a monthly basis the ~~full~~ cost of the benefits (Employee and Employer portion) while on leave, except for the valid health-related portion of maternity leave, prior to delivery.

- (b) An Employee on such leave shall provide the Employer with two(2) 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 alternative work of comparable nature at not less than the same step in the pay scale and other benefits that accrued to her up to the date she commenced leave.

21.11 Paternity /Adoption Leave

- (a) An Employee who has completed six (6) month continuous employment shall be granted up to twelve(12) months paternity leave without pay or benefits immediately following the birth of the child.
- (b) An Employee who has completed six (6) months continuous employment shall be granted up to twelve(12) months adoption leave without pay or benefits for the purpose of adopting a child.
- (c) **An** Employee may commence adoption leave upon one (1) days notice provided that application for such leave is made once the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

**ARTICLE 22**

**ANNUAL VACATION**

**Changes to Vacation Entitlement in this Article shall be effective April 1st, 2004**

- 22.01 An Employee shall be granted the vacation period preferred by her at such

time as may be mutually agreed by the Employer and the Employee.

22.02 Vacation Requests

- (a) All Employees shall apply in writing for the vacation period preferred by them, Preference of choice of vacation dates shall be determined by seniority.
- (b) Employees shall submit their vacation requests in writing by May 15 of each year. Employees who do not exercise their seniority rights by the cut off date stipulated above shall not be entitled to exercise those rights in respect to any vacation time previously selected by an Employee with less seniority.
- (c) The Employer shall respond, in writing, to all vacation requests within fourteen (14) calendar days of the request.

22.03 Length of Vacation

Vacation periods shall not be less than one (1) week, except where mutually agreed between the Employer and the Employee.

22.04 No Employee may continue to work and draw vacation pay in lieu of taking her vacation.

22.05 Rate of Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period.

22.06 Vacation Pay on Termination

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

22.07 Vacation Entitlement

- (a) During each year of continuous service in the employ of the Employer, an Employee shall earn entitlement to a vacation with pay.
- (b) Vacation entitlement earned in one vacation year can be taken in the following vacation year. Vacation entitlements unused at the expiration of one vacation year shall be paid out. There shall be no carry forward of unused vacation entitlement from one vacation year to the next.
- (c) The rate at which **vacation** entitlement is earned shall be governed by the position held by the Employee and the total length of such service as follows:

- (i) during the first (1st) year of employment an Employee earns a vacation of fifteen (15) working days;
- (ii) during the second (2nd) to ninth (9th) years of employment, an Employee earns a vacation of twenty (20) working days.
- (iii) during the tenth (10th) year of such employment and subsequent years an Employee earns a vacation of twenty five (25) working days.

22.08 Hours Recognized for Determining Vacation Pay

Only those hours paid at the basic rate of pay and on a Named Holiday, up to the daily maximum will be recognized for the purpose of determining vacation pay.

22.09 Vacation Entitlement for Part-Time Employees

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

Hours worked as a Regular Employee X The applicable % as outlined below = Number of hours of paid vacation time to be taken

- (i) six percent (6%) during the first (1st) year of employment
- (ii) eight percent (8%) during the second (2nd) to ninth (9th) continuous years of employment.
- (iii) ten percent (10%) during the tenth (10th) and subsequent continuous years of employment.

22.10 Casual and Temporary Employees Vacation

Casual Employees shall be paid on every pay period, in addition to their earnings:

- (i) six percent (6%) during the first (1st) year of employment
- (ii) eight percent (8%) during the second (2nd) to ninth (9th) continuous years of employment.
- (iii) ten percent (10%) during the tenth (10th) and subsequent continuous years of employment.

22.11 Unbroken Vacation Period

Except during July and August of each year, an Employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed

upon between the Employee and the Employer. The Employer reserves the right to deny vacation request due to operational requirements. (The employer may limit summer vacations to no more than three (3) weeks at a time.)

## ARTICLE 23

### NAMED HOLIDAYS

- 23.01 (a) The following are considered Named Holidays:
- |                 |                  |
|-----------------|------------------|
| New Years' Day  | August Civic Day |
| Family Day      | Labour Day       |
| Good Friday     | Thanksgiving Day |
| Remembrance Day | Christmas Day    |
| Victoria Day    | Boxing Day       |
| Canada Day      |                  |

23.02 Dualifvine for Named Holiday Pay

To qualify for a Named Holiday with pay, a Full Time Employee must:

- (a) be employed by the Employer for a minimum of thirty (30) days prior to the named holiday.
- (b) work her scheduled shift immediately prior to and immediately after the holiday except where the employee is absent due to a certified illness.
- (c) Work on a named holiday when scheduled and required to do so.

23.03 No payment shall be due for a named holiday which occurs during;

- (a) a layoff or
- (b) all farms of leave during which an employee is not paid or
- (c) an absence while in receipt of Workers Compensation benefits.

23.04 Named Holiday Pay

An employee obliged to work on a named holiday shall be paid for all hours worked on the named holiday at the rate of one and one half (1 1/2) times

her basic rate of pay plus an alternate day off with pay scheduled by the employer.

23.05 Named Holiday While on Vacation

When a named holiday falls during an employees annual vacation such holiday may by mutual agreement be added to the vacation period or the

alternate day off shall be dealt with as set out in clause 23.04.

23.06 Named Holidays on Days Off

When a named holiday falls on a day that would otherwise be an employees regularly scheduled day of rest the employee shall receive an alternate day off as outlined in clause 23.04.

23.07 Part-Time, Temporary and Casual Employees

- (a) On each pay check, part time temporary and casual employees shall be paid, in addition to their earnings, four point six percent (4.6%) of their earnings in lieu of named holiday benefits.
- (b) Part-time and Relief Employees who are required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) for all hours worked on the Named Holiday.

**ARTICLE 24**

**HEALTH BENEFITS**

24.01 For full time employees, the employer agrees to pay fifty percent (50%) of the cost of a group life insurance policy insuring to the amount of \$10,000.00. It is understood that employees who are over age sixty-five (65) are not insurable. Payment for insurance coverage will commence when a new employee has successfully completed her probationary period and will be subject to the provisions of this Article.

24.02 For full time employees, the employer has agreed to pay fifty percent (50%) of the basic single or family coverage on the single or family rate premium of the Alberta Health Care Insurance Plan. The Employer has agreed to pay fifty percent (50%) of the basic single or family coverage on the single or family rate premium of the Alberta Blue Cross medical plan or its equivalent as provided through another carrier.

**In the event an Employee has benefit coverage through another source, the Employee may elect to waive the benefit coverage noted by producing an exemption certificate. Should the Employee elect to waive said benefit coverage the Employer is not responsible for the contributions.**

24.03 Part time employees who work more than fourteen and one-half (14 1/2) regularly scheduled hours per week averaged over a shift rotation cycle shall be entitled to the benefits and shared cost arrangements outlined in Articles 24.01 and 24.02 hereof. In no event shall the Employer's contribution exceed fifty percent (50%).

It is understood that there may be a qualifying period established by the insurer or that there may be required some reasonable time for filing of forms, etc.

Payment for insurance coverage will commence when a new Employee has successfully completed their probationary period. For the purposes of this Article, the hours of work performed by an Employee shall be determined on the basis of hours per week averaged over one complete cycle of the shift schedule.

24.04 The Employer agrees to continue the current dental plan benefits.

The Employer agrees to pay fifty percent (50%) of the billed single/family premium rate for full time Employees who have completed probation.

It is understood and agreed that there may be a qualifying period established by the insurer or that there may be required some reasonable time for the filing of forms, etc.

The operation of the plan will be based on the current Alberta Dental fee schedule.

## **ARTICLE 25**

### **WORKERS' COMPENSATION**

25.01 (a) An Employee who is incapacitated and unable to work, as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers Compensation Act, shall receive compensation benefits directly from the Workers Compensation Board.

(b) Employees will be eligible to apply for sick leave benefits in accordance with Article 26 - Sick Leave; during the period of time they are waiting for receipt of their claim from WCB. Sick leave benefits will be payable provided:

(i) the Employee has sick leave credits available; and

(ii) the Employee meets the eligibility requirements for sick leave; and;

(iii) the Employee assigns her WCB benefits to the Employer, only to the extent that is required for the Employer to recover the money that was paid out for sick leave, once the WCB claim is approved. The Employer will then reinstate the Employees sick leave credits to the appropriate level. After the money for sick leave benefits has been recovered from the assigned WCB benefits, the Employee shall receive her benefits directly from the Workers Compensation Board.

25.02 A n Employee receiving compensation benefits under Article 25.01 shall be deemed on Workers Compensation leave and shall:

- (a) remain in the continuous service of the Employer for the purpose of salary increments;
- (b) cease to earn sick leave and vacation credits subject to Article 22 and
- (c) not be entitled to Named Holidays with pay falling within the period of Workers Compensation leave;
- (d) Employees shall prepay their share of benefit premiums to the Employer on a monthly basis in order to continue their coverage.

25.03 **An** Employee on Workers Compensation and who is certified by the Workers Compensation Board to be fit to return to work and who is:

- (a) capable of performing the duties of her former position, shall provide the Employer with fourteen **(14) days or** less written notice of readiness to work. Such advance notice shall not be required in the case of short term absence on Workers Compensation, i.e. where the expected duration of the disability at the time of onset was less than twenty-eight (28) calendar days. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability.
- (b) incapable of performing the duties of her former position, but is capable of performing the duties of her former classification, shall notify the Employer of her readiness to return to work. The Employer shall then reinstate her to a position for which she is capable of performing the work entailed, upon the occurrence of the first such available vacancy with benefits that accrued to her prior to the disability.

25.04 **The** reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting procedures.

25.05 The Employee shall keep the employer informed of the progress of her condition on a regular basis.

## ARTICLE 26

### SICK LEAVE

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

26.02 (a) Sick leave credits for Full-time Employees shall be earned and computed at the rate of one and one-quarter (1 1/4) working days for each full month of employment up to a maximum credit of one

hundred and ten (110) days.

- (b) When an Employee has accrued the maximum sick leave credits the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits.
- (c) After an Employee has completed the probationary period, the Employee shall be allowed a credit for sick leave from the date of employment provided however, that the Employee shall not be entitled to apply sick leave credits to the completion of the probationary period.
- (d) For the purpose of computing sick leave accumulation, the following shall be counted as working days:
  - (i) days of work;
  - (ii) days on which the Employee is on vacation;
  - (iii) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
  - (iv) days on which the Employee is on a leave of absence without pay pursuant to the terms of this Collective Agreement not in excess of one (1) month;
  - (v) the first thirty (30) days on which an Employee is on paid sick leave or WCB.
- (e) For Part-time Employees, the sick leave entitlement under Clause 26.02(a) shall be pro rated in accordance with their FTE.

26.03 Employees reporting sick shall do so to the Employer as soon as possible in order that a replacement may be arranged for or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the Employee should have reported for work and the time at which the Employee reported sick.

26.04 Subject to Article 26.01, 26.02 and 26.03 above, an Employee granted sick leave shall be paid, at her basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of her accumulated credits at the time the sick leave commenced.

26.05 Proof of Illness

- (a) If requested by the Employer an Employee shall be required to provide a medical certificate for absence. Where the Employer



requires an Employee to substantiate a claim for sick leave, payment of sick leave benefits shall not be affected until such substantiation has been supplied.

Any additional expenses incurred by the Employee in providing substantiation of illness will be paid by the Employer.

- (b) No Employee shall have her services terminated or be disciplined solely by virtue of using or having exhausted her sick leave credits.
- 26.06
- (a) From time to time, an Employee may require a short period of absence from work with pay to attend to medical/dental appointments, which cannot be undertaken after working hours. Such hours shall be deducted from the Employee's accumulated sick leave credits. The Employer may require proof of attendance at such appointment.
  - (b) The above provision may be granted for exceptional reasons only, and at the discretion of the Administrator, Director of Care.
- 26.07
- (a) No sick leave shall be granted for any illness which is incurred once an Employee commences her vacation; in this event, the Employee will be receiving vacation pay.
  - (b) Sick leave shall be granted:
    - (i) if an Employee becomes ill during her vacation period as stated in 26.07 above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
    - (ii) for the period of sick time falling within a scheduled vacation period provided that the Employee becomes ill prior to the commencement of the scheduled vacation. If the Employee so wishes the number of sick days paid within the scheduled vacation period shall be considered as vacation days not taken and may be rescheduled to a later date.
  - (c) Notwithstanding the provisions of Article 26.07, should an Employee be admitted to the hospital on an "in-patient" or "out-patient" basis during the course of her vacation, she shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery, provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.

"Outpatient" shall mean an Employee who is undergoing scheduled hospital treatments as a result of illness or injury occurring during their vacation period.

- 26.08 The Employer will advise an Employee of her accumulated sick leave credits when requested.
- 26.09 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on sick leave without pay for the duration of the illness or as provided below, whichever occurs first. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with fourteen (14) days, or such shorter period of time as agreed between the Employer and the Employee, written notice of readiness to return to work and:
- (a) if the Employee is capable of performing the duties of her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same increment in the salary schedule and other benefits that accrued to her prior to her disability.
- 26.10 The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that approved absence from duty due to such therapy or treatment shall be considered as sick leave.
- 26.11 Upon termination of employment all sick leave credits shall be canceled and no payment shall be due therefore.
- 26.12 **Casual Employees are not eligible for sick leave benefits. Temporary Employees with an anticipated end date of nine (9) months or longer shall accrue sick leave benefits.**

## ARTICLE 27

### DISCIPLINE AND DISMISSAL

- 27.01 Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in a **written** warning to the Employee and a copy to the Union within **ten (10) days** of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act. It shall state a definite period in which improvement or correction is expected, and at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The Employee shall be informed in writing of the results of the review. The assignment of an improvement or correction period shall not restrict the Employer's right to take further action during said period, should the Employee's performance so warrant. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

- 27.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith. The action of suspension or dismissal shall be within fifteen (15) days of the date the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When action involves a suspension, the notice shall specify the time period of the suspension.
- 27.03 An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.
- 27.04 The procedures stated in Article 27.01, 27.02, and 27.03 do not prevent immediate suspension or dismissal for just cause.
- 27.05 Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee by giving reasonable advance notice which shall not be less than twenty-four (24) hours. At such discussion an Employee may be accompanied by a representative of the Union.
- 27.06 An Employee absent for three (3) consecutive work days without good and proper reason, shall be considered to have terminated her or his services with the Employer.
- 27.07 (a) Upon not less than one (1) working days notice, Employees and their representative(s), upon written authorization of the Employee, shall have reasonable access to their personnel records and shall on request be provided with copies of materials contained in such records.
- (b) The Employer shall be entitled to charge a reasonable fee for copying.
- 27.08 There shall be no suspension, dismissal or discipline except for just cause. Suspensions with pay shall not be deemed as disciplinary, nor subject to the grievance procedure.
- 27.09 Throughout this Article the term "days" shall not include Saturdays, Sundays or Named Holidays.

## ARTICLE 28

### GRIEVANCE PROCEDURE

28.01      Definition of a Grievance

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

28.02      Permission to Leave Work

The Union understands and agrees that each steward is employed to perform work for the Employer and that she will not leave her work during working hours except to perform her duties as provided in this Agreement. Therefore, no steward shall leave her work without obtaining the permission of her supervisor, such permission shall not, subject to operational considerations be unreasonably withheld.

28.03      It is the mutual desire of the parties hereto, that grievances of Employees shall be adjusted as quickly as possible and in the following manner and sequence. Every effort shall be made to hold meetings at all levels of the Grievance Procedure.

Informal Discussion

An employee who believes that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with the Employee's immediate out-of-scope supervisor within ten (10) days of when the Employee first became aware of, or reasonably should have become aware of, the occurrence. The employee shall have the right to be accompanied by a Union Steward while discussing the matter with the Employee's immediate out-of-scope supervisor. The immediate out-of-scope supervisor shall advise the Employee of the immediate supervisor's decision within ten (10) days of the date the matter was first discussed.

Step I:

An Employee, who believes that there is a problem arising out of the interpretation, application, administration or alleged violation of the Collective Agreement shall first discuss the matter with the Director of Nursing (or designate) within ten (10) days of the date they first became aware of, or reasonably should have become aware of the occurrence. The Employee(s) shall have the right to be accompanied by a Union Steward while discussing the matter with her Employer. A sincere attempt will be made by both parties through discussion to resolve the problem at this level.

Step II:

If the grievance is not resolved under Step I above, the grievance, may within ten (10) days of receiving the Step I response from management be

presented in writing by the union steward or a union officer, to the Administrator (or designate), specifying the nature of the grievance and the redress requested. At the request of either party, a grievance hearing shall be held prior to providing a written reply. The Administrator (or designate) shall render a decision in writing to the Union within ten (10) days of the hearing of the grievance(s).

### Step III:

If the reply of the Administrator (or designate) is unsatisfactory, either party to the agreement may, within ten (10) working days of the Administrator's reply, request that the matter(s) be referred to arbitration.

### Optional Mediation

The parties may mutually agree to non-binding mediation:

- (a) Either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- (d) The expenses of the Mediator shall be equally borne by both parties.
- (e) The grievance may be resolved by mutual agreement between the parties.

## 28.04 Arbitration

The party requesting arbitration shall make its request in writing and shall nominate its member to the arbitration board. Within ten (10) days thereafter, the other party shall nominate its member to the board. The two (2) nominees so appointed shall attempt to choose by agreement a chairperson or an arbitration board. If they are unable to agree upon a chairperson, then either party may request the Minister of Labour, or designate, to appoint a chairperson in accordance with the Labour Relations Code and subsequent amendments to the Code.

28.05 The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the Arbitrator's decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chairperson shall be the decision of

the Board.

- 28.06 Each party to the differences shall bear the expense of its respective appointee to the Arbitration Board, and the two parties shall bear equally the expenses of the Chairperson.
- 28.07 The Arbitration Board by its decision shall not alter, amend, or change the provisions of this Collective Agreement but shall base its decision on the contractual rights of the parties disclosed by this agreement.
- 28.08 During any and all proceedings outlined in this Article, the Employee(s) shall continue to faithfully perform her duties unless she has been suspended or discharged.
- 28.09 Throughout the Article, the reference to "days" shall not include Saturdays, Sundays or Named Holidays.
- 28.10 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.
- 28.11 (a) Should the Employee or the Union fail to comply with any time limits in the Grievance Procedure, the grievance shall be considered conceded and shall be abandoned unless the parties have mutually agreed, in writing, to extend the time limits.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit, unless the parties have mutually agreed, in writing, to extend the time limits.
- 28.12 Replies in Writing
- Replies to grievances shall be in writing at all stages.

## ARTICLE 29

### SENIORITY

- 29.01 Seniority shall be bargaining-unit-wide. **Seniority for all Employees shall be defined as the date of hire in the bargaining unit.**
- 29.02 The Employer shall maintain one (1) separate seniority list as follows:
- (a) Full-time Employees which includes all Employees employed in a permanent position with a Full-time equivalent;
- (b) Part-time Employees which includes all Employees employed in a permanent position with less than a Full-time equivalent;

29.03 Should a casual or temporary employee become a regular employee, all period of continuous service as a casual or temporary employee shall be used to determine their seniority date.

29.04 An Employee shall lose all seniority and shall be deemed to have terminated employment with the Employer if she:

- (a) resigns; or,
- (b) is discharged for just cause and not reinstated; or,
- (c) overstays a leave of absence without written permission unless a reason satisfactory to the Employer is provided. Such permission shall not be unreasonably denied; or,
- (d) fails to reply to a recall notice within five (5) days of its receipt pursuant to Article 10.07, unless a satisfactory reason is provided.
- (e) is absent for three (3) consecutive days without notifying the Employer, she shall be considered to have resigned;
- (f) is laid off and not recalled to work in excess of one (1) year; or
- (g) fails to return to work following a compensable accident within five (5) days after being certified fit to return to work by the Employee's Physician and the Worker's Compensation Board.

29.05 (a) The Employer shall prepare and post a seniority list within thirty (30) days of the ratification of the agreement. The Union shall then have a further thirty (30) days to challenge the seniority list. At the end of the Unions 30 days the seniority list shall be deemed to be correct. The Employer shall prepare and post an updated list twice annually.

(b) The seniority list shall include the following information: name, date of hire, classification, FTE.

ARTICLE 30

PERFORMANCE APPRAISALS

30.01 (a) Employees shall receive a written performance appraisal annually in accordance with the policy of the Employer

(b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with not less than forty-eight (48) hours notice. At the interview the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is

aware of their performance appraisal, and shall have the right to respond in writing within ten (10) calendar days of the interview and that reply shall be placed in her personnel file.

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

### ARTICLE 31

#### RESIGNATION

31.01 An Employee shall provide to the Employer twenty-eight (28) calendar days notice, where possible, and shall, in any case, provide the Employer with fourteen (14) calendar days' notice of her desire to resign from her employment.

31.02 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer, shall receive the wages and vacation pay to which she is entitled on the next scheduled payday following the day on which she terminates her employment.

### ARTICLE 32

#### COMMITTEE PARTICIPATION

32.01 Except as otherwise provided in this Collective Agreement, an Employee (or her alternate) who is a member and is required to attend meetings of a committee established by the Employer, shall be paid at the Basic Rate of Pay for attendance at such meeting.

32.02 The parties to this agreement recognize the benefits which can be derived from a Union-Employer committee. Such Committee shall be comprised of up to three (3) members of the Union and up to three (3) representatives of the Employer. Should either party wish to convene a meeting of the Committee, it shall do so by submitting a request and agenda to the other party at least fourteen (14) days in advance of a requested meeting date. Upon receipt of an agenda, both parties agree to meet as soon as possible. This meeting shall be convened during working hours of all committee members, if operational requirements permit. Union Committee members will be compensated by the Employer at their regular straight time hourly rate for time spent attending the meetings.

### ARTICLE 33

#### TECHNOLOGICAL CHANGE

33.01 (a) When the Employer is considering the introduction of technological change, **which may effect the number of Employee in the bargaining**



unit. The Employer shall provide the Union with a detailed description of the project it intends to carry out, disclosing all foreseeable effects on Employees.

- (b) This notice shall be given to the Union sixty (60) calendar days, or longer when possible, prior to the introduction of a technological change.
- (c) If full details of the impact of the planned change are not available within the time limit noted above, the Employer agrees to disclose information as it becomes available.

#### ARTICLE 34

##### TEMPORARY ASSIGNMENTS

- 34.01** When an Employee is assigned to replace another Employee in a higher paid classification within this Collective Agreement for one (1) hours or longer, she shall be paid the Basic Rate of Pay for the classification in which the Employee is relieving, providing she is qualified to perform the substantive duties of the higher paid classification. When an Employee is required temporarily to perform the duties of a lower paid classification, her Basic Rate of Pay will not be changed.

#### ARTICLE 35

##### PENSION PLAN

- 35.01** Effective January 01, 2005 all Regular Full-Time and Regular Part-Time Employees, upon completion of the probation period, shall have the option of enrolling in the facility pension plan, the terms and conditions of which are as follows;

Type of Plan

The Plan will be a Defined Contribution Pension Plan. Participation in the Plan shall be voluntary.

- 35.02** Contributions

- (a) Member Contributions - Each member who opts into the Pension Plan will be required to make contributions on one of the following basis:
  - (i) One (1) percent of regular earning;
  - (ii) Two (2) percent of regular earnings;
  - (iii) Three (3) percent of regular earnings.

- (b) Employer Contributions - The Employer will be required to match contributions made by each member.

**35.03** Allocation of Contributions

Contributions and interest earnings will be allocated to the account of each individual member. Full disclosure of individual account balances will be available and, in any case, each member will receive an annual statement of her accumulated balance.

**35.04** Investment of Contributions

All contributions will be directed to a guaranteed current interest account.

**35.05** Vesting

- (a) Employer contributions will be vested in the Employee as to fifty (50) percent after five (5) years of contributory employment, and this percentage will increase by ten (10) percent each subsequent year, reaching one hundred (100) percent after ten (10) years.

- (b) On termination of employment before retirement age, a non-vested Employee will receive the balance arising from her own contributions in cash. A vested Employee will have the option to withdraw her own contributions, but if such option is exercised, the Employer contributions will be forfeited by the Employee. Employer contributions on behalf of both non-vested and vested Employees who terminate and withdraw their contributions shall be used to offset future Employer contributions for the remaining participants in the plan.

**35.06** Payments to Estate

In the event of death prior to retirement, the balance of the individual account, including Employee contributions and any portion of Employer contributions which are vested in accordance with 5 (a) above, will be paid in cash to the estate or designated beneficiary.

**35.07** Early or Late Retirement

In the event of early or late retirement (at ages fifty-five (55) years to seventy-one (71) years), the retiring Employee will be entitled to the pension purchasable at the attained age, based on the balance of the individual account. In the case of an Employee who elects to retain employment with the Employer beyond the age of sixty-five (65), no further contributions will be made from her sixty-fifth (65th) birthday, unless by mutual consent between Employer and Employee.

**35.08** Administration Cost

All costs of administration will be borne by the Pension Plan.

**LETTER OF UNDERSTANDING**

**Between**

**Edith Cave11 Care Centre – Chantelle Management**  
**(hereinafter referred to as the "Employer")**

**and**

**The Alberta Union of Provincial Employees**  
**(hereinafter referred to as the "Union")**

LUMP SUM PAYMENTS

The parties agree that in lieu of retroactive pay due to the Employees classified as LPN's, PCA's and Recreation Aides for the period of January 1, 2004 to April 1, 2004. The Employer shall pay a lump sum payment of two hundred dollars (\$200.00), prorated to the Employees regular full time equivalency. Payment shall be made on the first pay period following ratification of this agreement by the parties.

ON BEHALF OF THE EMPLOYER



Date June 23, 2004

ON BEHALF OF THE UNION



Date 13/JULY/04

**LETTER OF UNDERSTANDING**

**Between**

**Edith Cavell Care Centre – Chantelle Management  
(hereinafter referred to as the "Employer")**

**and**

**The Alberta Union of Provincial Employees  
(hereinafter referred to as the "Union")**

**LUMP SUM PAYMENTS TO GENERAL SUPPORT CLASSIFICATIONS**

The parties agree as follows:

This letter of understanding shall be applicable to those employees classified as Cook II, Cook I, Cooks Helper, Kitchen Aide, Laundry Aide and Housekeeping Aide.

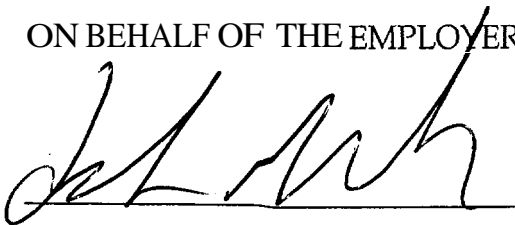
The aforementioned employees shall receive in lieu of increases to the wage grid from January 1, 2004 to July 1, 2005, a lump sum payment of six hundred dollars (\$600.00) prorated to their regular full time equivalency.

All casual employees in the above classifications shall receive a two hundred dollar (\$200.00) lump sum payment for the above period.

Payment of the lump sum amount shall be made to the employees on the first pay period following ratification of this agreement by the parties.

July 1, 2005 the aforementioned employees shall receive a two percent (2%) increase on the grid,

ON BEHALF OF THE EMPLOYER



Date

June 23, 2004

ON BEHALF OF THE UNION



Date

13/JULY/04

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CHANTELLE MANAGEMENT LTD.**

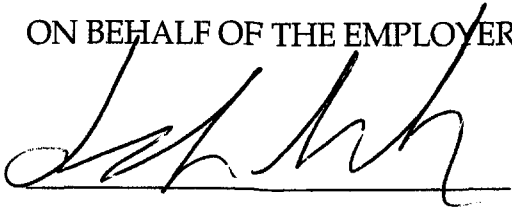
- and -

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**  
**(on behalf of Local 048 Chapter 011)**

**CONTRACTING OUT**

The Employer agrees not to contract out, before June 30, 2006, work normally performed by members of the bargaining unit where it results in the displacement of a member of the bargaining unit.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



Date:

June 30, 2004

Date:

13/JULY/04

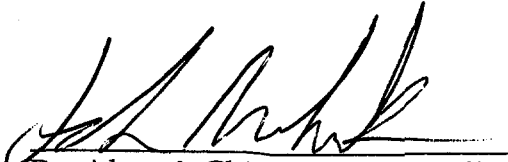
**SALARY SCHEDULE**

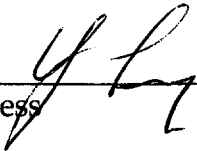
Based on 7.5 Hours per day


	1	2	3	4	5	6	7
<b>LPN</b>							
Apr. 1, 2004 +3%	16.50	16.61	17.28	17.97	18.65		
July 1, 2005 +2%	16.83	16.94	17.63	18.33	19.02		
Oct. 1, 2005 +1%	17.00	17.11	17.81	18.51	19.21		
<b>PCA w cert</b>							
Apr. 1, 2004 +3%	12.57	12.97	13.51	13.92	14.42	14.89	15.34
July 1, 2005 +2%	12.82	13.23	13.78	14.20	14.71	15.19	15.65
Oct. 1, 2005 +1%	12.95	13.36	13.92	14.34	14.86	15.34	15.81
<b>PCA no cert &amp; Recreation Aide</b>							
Apr. 1, 2004 +3%	12.57	12.97	13.51	13.92	14.42		
July 1, 2005 +2%	12.82	13.23	13.78	14.20	14.71		
Oct. 1, 2005 +1%	12.95	13.36	13.92	14.34	14.86		
<b>Cook II</b>							
July 1, 2005 +2%	15.48	16.08					
Oct. 1, 2005 +1%	15.63	16.24					
<b>Cook I</b>							
July 1, 2005 +2%	14.49	15.13					
Oct. 1, 2005 +1%	14.63	15.28					
<b>Cook's Helper</b>							
July 1, 2005 +2%	13.33	14.52					
Oct. 1, 2005 +1%	13.46	14.67					
<b>Kitchen Laundry &amp; Housekeeping Aides</b>							
July 1, 2005 +2%	12.39	12.80	13.21	13.91			
Oct. 1, 2005 +1%	12.51	12.93	13.34	14.05			

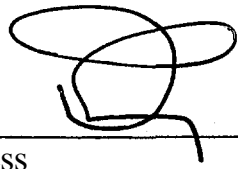
IN WITNESS WHEREOF **the** parties hereto have caused these presents to be executed by their d  
authorized officers in that behalf the day and year first above written.

Dated at Lethbridge, Alberta this 13<sup>th</sup> day of May, 2004.

  
\_\_\_\_\_  
President & Chief Executive Officer  
Chantelle Management Ltd.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
The President  
Alberta Union of Provincial Employees

  
\_\_\_\_\_  
Witness



### **Solidarity Place Edmonton**

10451 - 170 Street  
Edmonton AB T5P 4S7  
Ph: (780) 930-3300  
Toll-free: 1-800-232-7284  
Fax: (780) 930-3392

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Edmonton AB T5J 3S9  
Ph: (780) 414-7960  
Fax: (780) 428-4879

### **Edmonton Southside Office**

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Edmonton AB T5G 2C8  
Fax: (780) 433-3203

### **Calgary Regional Office**

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Calgary AB T2M 3Y7  
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Fax: (403) 283-7328

### **East Central Regional Office**

4704F - 49 Avenue  
Camrose AB T4V 3K9  
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Fax: (780) 672-2296

### **Southern Regional Office**

#203, 1921 Mayor Magrath Dr. S.  
Lethbridge AB T1K 2R8  
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Fax: (403) 327-5827

### **Central Regional Office**

#101, 4719 - 48 Avenue  
Red Deer AB T4N 3W9  
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Fax: (403) 340-1210

### **Northwest Regional Office**

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Peace River AB T8S 1S6  
Ph: (780) 624-2424  
Fax: (780) 624-4859

### **Northeast Regional Office**

Box 817, 5002 - 49 Avenue  
St. Paul AB T0A 3A0  
Ph: (780) 645-6556  
Fax: (780) 645-2447

### **Grande Prairie Regional Office**

#102, 9815 - 101 Avenue  
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Phone: (780) 513-3520  
Fax: (780) 532-0580

### **Athabasca Office**

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Phone: (780) 675-2033  
Fax: (780) 675-3711

**Our Website Address is: <http://www.aupe.org>**

48