



**COLLECTIVE AGREEMENT**

**BETWEEN**

**BETHANY NURSING HOME OF CAMROSE, ALBERTA  
AT**

**Bashaw Valley Lodge, Rosealta Lodge  
& Stoney Creek Lodge**

**AND**

**THE  
ALBERTA UNION OF PROVINCIAL EMPLOYEES  
Local 047/002**

**Expires March 31, 2012**

**13343 (02)**

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This Agreement made the 19<sup>th</sup> day of March 2009.

BETWEEN:

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
AT BASHAW VALLEY LODGE, ROSEALTA LODGE & STONEY CREEK LODGE

(hereinafter referred to as "The Employer")

of the first part

and

The Alberta Union of Provincial Employees  
On behalf of Local 047/002  
(hereinafter referred to as "the Union")

of the second part

and

WHEREAS Bethany Nursing Home of Camrose, Alberta at Bashaw Valley Lodge, Rosealta Lodge & Stoney Creek Lodge is an "Employer" pursuant to the Code, as amended.

The Parties agree with each other as follows:

Preamble

Agreeing that the primary purpose of the Employer is to provide the community with efficient, competent Lodge Services, it is the intent of the parties to:

- ensure the provisions of the best possible service and care;
- protect the interest of residents, Employees and the community, and encourage efficiency of operations;
- maintain harmonious relations between the Employer and the Alberta Union of Provincial Employees;

- recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the parties.

## ARTICLE 1

### Term of the Collective Agreement

- 1.01 This Collective Agreement shall take effect as of April 1<sup>st</sup>, 2009 and shall remain in full force and effect until March 31<sup>st</sup>, 2012 and from year to year thereafter unless notice is served by either party pursuant to the Code. The parties agree that effective March 31<sup>st</sup>, 2010 and March 31<sup>st</sup>, 2011 the salary appendix/pay grids shall be open for negotiations. The parties further intend that a failure to resolve the matter to be negotiated March 31<sup>st</sup>, 2010 and March 31<sup>st</sup>, 2011 shall be treated as a “dispute” in accordance with the Alberta Labour Relations Code.
- 1.02 Where notice to commence collective bargaining is served under 1.01 above, this Agreement shall remain in full force and effect as per the bridging provisions of the Labour Relations Code.

## ARTICLE 2

### Definitions

- 2.01 “Act” means the Labour Relations Code, as amended from time to time.
- 2.02 “Arbitration” shall take meaning from the section of the Act dealing with the resolution of a difference.
- 2.03 “The Union” means the Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned Alberta Union of Provincial Employees, the subsequent name shall be recognized.
- 2.04 “Local” means the number as assigned by the Alberta Union of Provincial Employees.
- 2.05 “Basic Rate of Pay” shall mean the increment step in the Salaries Appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.06 “Continuous Service” shall mean the period of employment on the latest date of employment that is not interrupted by termination or dismissal.
- 2.07 “Employee” shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire, the employment status of each Employee will be determined in accordance with the following:

- 2.08 a) "Regular Employee" is one who works on a full time or part-time basis on regularly scheduled shifts of a continuing nature:
- i) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" article of this Collective Agreement;
  - ii) "Part-time Employee" is one who is regularly scheduled for less than the full specified hours in the "Hours of Work" article of this Collective Agreement.
- b) "Casual Employee" is one who:
- i) is regularly scheduled for a period of three (3) months or less for a specific job; or
  - ii) relieves for absences the duration of which is three (3) months or less; or
  - iii) works on a call in basis and is not regularly scheduled.
- c) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
- i) for a specific job of more than three (3) months or less but less than six (6) months; or
  - ii) to replace a full-time or part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
  - iii) to replace a full-time or part-time Employee who is on leave due to injury or illness where the Employee has indicated that the duration of such leave will be in excess of three (3) months.

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

2.09 "Employer" shall mean and include such officers as may from time to time be appointed, or designated to carry out the administrative duties in respect of the operation and management of the business.

2.10 "Feminine Gender" shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.

- 2.11 "Facility" shall mean the seniors lodges administered by the Employer.
- 2.12 "Shift" shall mean the daily tour of duty excluding overtime hours.
- 2.13 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.14 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day which the majority of hours of the shift fall.

### ARTICLE 3

#### Union Membership and Payment of Dues

- 3.01 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.
- 3.02 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.
- 3.03 Deductions of amounts equal to the dues for all Full-time and Part-time, Probationary, and Temporary Employees, shall commence with the first (1<sup>st</sup>) full pay period of employment.
- 3.04 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.
- 3.05 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.



- 3.06 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 (1<sup>st</sup>) working day after the fifteenth (15<sup>th</sup>) calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be affected in the succeeding month. 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.
- 3.07 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.
- 3.08 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.
- 3.09 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 4

##### Management Rights

- 4.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the workforce, including but not limited to the following:
- a) the right to maintain order, discipline and efficiency, formulate and enforce rules and regulations, policies and practices to be observed by Employees, the right to make, change and abolish rules, regulations, policies and practices, the right to discipline, suspend and discharge Employees for just cause;
  - b) to conduct its business in every aspect in accordance with its commitments and responsibilities in order to comply with all governmental requirements;
  - c) the right to direct, select, hire, transfer, assign jobs and shifts, promote, demote, classify, layoff and recall Employees subject to the provisions of this Agreement;

- d) the right to create new classifications and work units and to determine the number of Employees, if any, needed from time to time and any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant.

4.02 The Employer retains all rights not otherwise abrogated or restricted in the Collective Agreement.

## ARTICLE 5

### Hours of Work

5.01 Regular hours of work for full-time Employees, including meal periods, shall be:

- a) eight (8) consecutive hours per day;
- b) two thousand and eighty-eight (2088) hours per year.

5.02 Regular hours of work shall be deemed to:

- a) include, as scheduled by The Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of eight (8) hours, or
- b) include, as scheduled by Employer, one rest period of thirty minutes during each working shift of eight (8) hours, or
- c) include, as scheduled by Employer, one rest period of fifteen (15) minutes during each half shift of not less than four (4) hours, and include a meal period of thirty (30) minutes to be scheduled by Employer during each working day on which the Employee works in excess of four (4) hours.

5.03 a) The shift schedule shall be posted at least four (4) weeks in advance and shall not be changed without at least two (2) weeks notice or except by mutual agreement between the Employee and Employer.

- b) It is expected that an Employee returning from Workers' Compensation or Long Term disability will be accommodated with provision of at least (1) week notice to a schedule change, or by mutual agreement between the Employee who is covering off and Employer.

- 5.04 Except by mutual agreement between the Employee and Employer, shift schedules shall provide for one weekend off in each three (3) week period. Weekend shall mean a Saturday and the following Sunday.
- 5.05 An Employee will not be scheduled to work more than seven (7) consecutive days except by mutual agreement between the Employee and Employer. Subsequent scheduled consecutive days shall result in the payment of overtime rates for all hours worked.
- 5.06 Except by mutual agreement shift schedules shall provide for a break of at least fifteen point five (15.5) hours between shifts. Failure to provide fifteen point five (15.5) hours rest between scheduled shifts shall result in the payment of overtime rates for all hours worked.
- 5.07 Should an Employee be required to attend a meeting or training session during scheduled days off, that Employee shall be paid at straight time for such time in attendance up to a maximum of normal daily full time hours.
- 5.08 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.

## ARTICLE 6

### Overtime

- 6.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of eight (8) hours per day. The Employer shall provide 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. The overtime rate of one and one half times (1 1/2 X) the applicable basic rate of pay shall be paid for all hours worked in excess of eight (8) hours in a day.
- 6.02 Where mutually agreed by the Employer and the Employee, the Employee may receive time off in lieu of overtime. Such time off shall be the equivalent of the actual time worked, adjusted by the applicable overtime rate and taken at a time mutually agreed by the Employer and the Employee. In no case shall it be later than thirty (30) days from the date the overtime was worked.

ARTICLE 7

Seniority

- 7.01 a) A regular Employee's seniority shall be the total number of paid hours accumulated by an Employee since the commencement of continuous service at the lodges.
- b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited pursuant to Article 7.01(a).
- 7.02 Seniority shall be considered in determining:
- a) preference in vacation time in Article,
- b) layoff and recalls, subject to the provisions in Article,
- c) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions in Article 9.
- 7.03 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- a) when the employment relationship is terminated by either the Employer or the Employee;
- b) upon the expiry of twelve (12) months following the date of layoff, if during time the Employee has not been recalled to work;
- c) if an Employee does not return to work on recall as provided in Article 21.
- 7.04 The Employer shall maintain a seniority list showing the name and seniority of each regular Employee. An up to date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. The Union shall have one (1) month in which to take issue with the seniority list, otherwise the seniority list shall be deemed to be correct.
- 7.05 Transfers and Seniority Outside the Bargaining Unit. When an Employee is transferred or promoted out of the bargaining unit, she will continue to accumulate seniority for a period of four hundred and fifty (450) worked hours, after which time she will lose all bargaining unit seniority. The Employer retains the right to return the Employee to her former bargaining unit position with full seniority, provided that occurs within

four hundred and fifty (450) worked hours from her transfer or promotion.

## ARTICLE 8

### Salaries

- 8.01 The pay rates for each classification shall be in hourly terms and shall be as set out in Appendix A.
- 8.02
- a)
    - i) Except as provided in Article 8.02 (a)(ii), new Employees shall commence at Step One of the salary appendix for their classification.
    - ii) When a new Employee has previous relevant experience within the previous two (2) years, the Employer may commence that Employee in the salary appendix at Step Two.
  - b) Subject to successful completion of the probation period as specified in Article 10, and upon completion of two thousand eighty-eight (2088) hours, from date of commencement as a Regular Employee, the Employee's basic rate of pay will progress to Step Two.
  - c) Progression of further steps in a given classification will require the completion of accumulation of two thousand eighty-eight (2088) hours for each step.
- 8.03
- a) **Shift Premium:**  
  
A shift premium of one dollar and seventy five cents (\$1.75) per hour will be paid to an Employee working a scheduled shift if the major portion (not less than one-half) of such shift is worked between 1800 hours on the first day and 0700 hours on the following day, periods including weekends.
  - b) **Weekend Premium:**  
  
A weekend premium of one dollar and twenty-five cents (\$1.25) per hour will be paid to an Employee working a scheduled shift if the major portion of such shift is worked between 0700 Saturday and 0700 Monday.
  - c) **Sole Responsibility Premium:**

Sole responsibility premium of one dollar (\$1.00) per hour will be paid to an Employee working a scheduled shift, if for the major portion of such shift that Employee is the sole Employee working in the lodge. If applicable, this premium will be paid in addition to Shift or Weekend Premium.

d) Stacking of Premiums is permitted.

8.04 Acting Incumbency:

An Employee designated by the Employer to perform the principle duties of a higher paid classification for a period of two (2) consecutive working days or more will be paid a premium of one dollar (\$1.00) per hour in addition to the Employee's basic rate of pay, to the maximum of the higher paid classification.

8.05 Reporting Pay:

In the event that an Employee reports for work as scheduled or requested, and is sent home by the manager, the Employee shall be compensated at a minimum of three (3) hours pay at the basic rate of pay or for the total number of hours worked, whichever is greater.

8.06 Multiple Classifications:

If an Employee is employed on an ongoing basis in two or more classifications listed in Appendix A, that Employee shall be paid at the pay rate of each classification in accordance with the number of hours worked in each classification.

8.07 Transfers to Higher Rated Classification:

If an Employee is transferred to a higher rated classification, the Employee shall receive in the new classification the next rate above the Employee's present rate and shall progress within the scale for such higher rated classification according to the length of service within such higher rated classification subsequent to the date of transfer.

8.08 When an Employee voluntarily transfers to a classification with a lower rate of pay, her wage shall be adjusted immediately to the basic rate she would have been entitled to, had she been on the lower rated classification from the commencement of employment.

8.09 Should the Employer find it necessary to create a new classification during the life of this Collective Agreement, the new position will be included

within the scope of the unit for which the Union is the certified bargaining agent provided that:

- a) The parties of this Collective Agreement mutually agree that the position is within the scope of the unit for which the Union is the certified bargaining agent, or, failing that;
- b) The Labour Relations Board rules that the new position is within the scope of the unit for which the Union is the certified bargaining agent.

When a new position is created under Article 8.09 above for which there is no pay scale in this Collective Agreement, the Employer may establish an interim pay rate and agrees to negotiate an appropriate pay scale with the Union. Failing agreement, the parties will submit the question directly to Arbitration for settlement. The resultant pay scale shall be implemented retroactively to the date the new position was established.

## ARTICLE 9

### Job Postings

- 9.01
  - a) Where a vacancy occurs in any regular full-time or part-time position covered by this agreement, such vacancy shall be posted for at least five (5) calendar days as a general posting throughout the Employer's lodge sites.
  - b) In selection of the most suitable candidate, where the determining factors of skill, training, knowledge, efficiency and other relevant attributes are considered equal, preference will be given to staff, among whom seniority will be the deciding factor.
- 9.02 This process is not intended to restrict a manager from transferring Employees to positions of equal classification and status in order to accommodate operational requirements.

## ARTICLE 10

### Probation & Orientation

- 10.01
  - a) New regular Employees shall be required to serve a probationary period of six (6) calendar months from the date of commencement of regular work. If a new Employee is found unsatisfactory, such Employee may be dismissed at any time during the probationary period without cause or recourse to the grievance procedure.

Employees shall be kept advised of their progress during the probationary period.

- b) The Employer may extend the probationary period of any Employee by a further two (2) months if such extension is deemed necessary to adequately assess the Employee's ability to perform the duties of the position.
- c) 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 11

### Leaves of Absence

#### 11.01 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 11.01B and subject to the corresponding yearly maximum number of workdays as follows:

- (a) Illness within the immediate family - four (4) days;
- (b) Bereavement – five (5) calendar days around the date of the funeral;
- (c) Administration of estate - two (2) days;
- (d) Be present at birth or adoption proceedings of the Employee's child - one (1) day;
- (e) Attend formal hearing to become a Canadian Citizen - one (1) day.

B. For purposes of determining eligibility for special leave under Clause 11.01A, 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 benefit partner), 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 benefit partner), or any of the following relatives of an employee or spouse (including benefit partner): parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister;

- (c) Bereavement leave shall be extended by up to two (2) additional days if travel is necessary to a location in excess of three hundred and twenty (320) kilometres from the Employee's residence.
- (d) Administration of estate shall apply only when an Employee has been designated as an executor or administrator of the estate;
- (e) In the event of a death of another relative or close friend, the Employer may grant up to one (1) working day off with pay to attend the funeral services.

11.02 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.

### 11.03 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 fifteen (15) weeks. Maternity leave

and thirty-seven (37) weeks parental/adoption leave 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.

#### 11.04 Jury or Witness Duty

- (a) Any 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.

#### 11.05 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.

#### 11.06 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 11.03(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 12.09. 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.

#### 11.07 Compassionate Care Leave

- a) An Employee with a qualified relative in the end-stage of life shall be entitled to leave of absence without pay but with benefits at the normal cost-sharing, for a period up to six (6) months. Qualified relative means a person in a relationship to the Employee for whom the Employee would be eligible for the compassionate care benefits under Employment Insurance legislation. Verification of eligibility for the compassionate care benefits under Employment Insurance legislation will be provided to the Employer prior to cost sharing arrangements being made.

### ARTICLE 12

#### Annual Vacation

#### 12.01 Definition:

For the purpose of this Article:

- a) "Vacation" means annual vacation with pay.
- b) "Vacation Year" means the twelve (12) month period commencing on the first (1<sup>st</sup>) day of January and concluding on the last day of December in each calendar year.

12.02 Length of Vacation:

An Employee shall receive annual vacation with pay in accordance with his/her years of service as of the vacation cutoff date as follows:

Less than one (1) year	one (1) working day each month (maximum of 15 days)
Two (2) years or more	twenty (20) working days
Eight (8) years or more	twenty-five (25) working days
Eighteen (18) years or more	thirty (30) working days

12.03 Part-time and Temporary Employees

- a) On each pay cheque Part-time and Temporary Employees shall be paid in addition to their Basic Rate of Pay, six percent (6%) of their Basic Rate of Pay in lieu of annual vacation. Such Employees shall be allowed up to fifteen (15) days leave without pay for their vacation after completing twelve (12) calendar months of continuous employment.
- b) On each pay cheque Part-time and Temporary Employees who have completed the equivalent regular hours of a Full-time Employee in the same classification with two (2) 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 twenty (20) days leave without pay for their vacation.
- c) On each pay cheque Part-time and Temporary Employees who have completed the equivalent regular hours of a Full-time Employee in the same classification with eight (8) 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 twenty-five (25) days leave without pay for their vacation.
- d) On each pay cheque Part-time and Temporary Employees who have completed the equivalent regular hours of a Full-time Employee in the same classification with eighteen (18) 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 thirty (30) days leave without pay for their vacation.

12.04 Non-accumulation of Vacations

Except with the approval of the Employer, there shall be no carry over of vacations. Employees may not waive a vacation period in lieu of pay.

12.05 Current Vacation Entitlement

A request to use current vacation entitlement may be made in writing to the Employer. Such a request may not exceed the Employee's accumulated entitlement to the date requested.

12.06 Vacation Pay

Vacation pay shall be at the rate of pay currently in effect at the time of the vacation.

12.07 Vacation Pay on Termination

Upon termination of employment, an Employee shall be entitled to pay in lieu of vacation earned but not taken at the following percentage rates of basic pay earned during the period which vacation was earned but not taken:

Fifteen (15) days per year	six per cent (6%) of basic pay
Twenty (20) days per year	eight per cent (8%) of basic pay
Twenty-five (25) days per year	ten per cent (10%) of basic pay
Thirty (30) days per year	twelve per cent (12%) of basic pay

12.08 Vacation Schedules

The Employer shall post the vacation planner by January 5<sup>th</sup> of each year. Where an Employee submits her vacation preference by March 1<sup>st</sup> of that year, the Employer shall indicate approval or disapproval of that vacation request and shall post the resulting vacation schedule by April 15<sup>th</sup> of that same year. Where the number of Employees indicating a specific preference for a specific period exceeds the number of Employees as determined by the Employer that can be allotted vacation during that period, seniority shall be the deciding factor.

12.09 Notwithstanding Article 12.02, vacation with pay shall not accrue during period while:

- a) on layoff, and
- b) on unpaid absence during which she is in receipt of weekly indemnity, and
- c) on leave of absence in excess of thirty (30) calendar days for any reason.

12.10 a) Supplementary Vacation – Full Time

Upon having reached the employment anniversary of 25 years of continuous service, Full Time Employees shall have earned an additional five (5) work days vacation with pay, to be scheduled at a mutually agreed subsequent time.

b) Supplementary Vacation – Part Time

Upon having reached the employment anniversary of 25 years of continuous service, Employees shall have earned an additional five (5) work days vacation to be paid out. Supplementary vacation entitlement will be calculated as follows:

Employer paid hours at  
the Basic Rate of Pay      X 2% =      Number of hours of paid  
supplementary vacation.

ARTICLE 13

Named Holidays

13.01      The following are considered named holiday:

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

13.02      To qualify for a named holiday with pay the Employee must:

- a)      work the Employee's 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 named holiday when scheduled or required to do so.

13.03      A Regular full-time Employee required in the course of duty to work on a named holiday shall be paid for all hours worked on the named holiday at one and one-half (1 1/2) times the Employee's regular rate plus a mutually agreeable day off with pay within thirty (30) days before or thirty (30) days after the named holiday.

a) Regular Full-Time Employees

Employees obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay. Plus:



- (i) An alternate day off at a mutually agreed time; or
- (ii) By mutual agreement, a day added to the Employee's next annual vacation; or
- (iii) By mutual agreement, the Employee may receive payment for such day at the Employee's Basic Rate of Pay.

b) Part-Time and Temporary Employees

Employee's obliged to work on Christmas Day or August Civic Holiday shall be paid for all hours worked on the Named Holiday at two times (2X) the Basic Rate of Pay.

13.04 Should a named holiday fall during a Regular full-time Employee's vacation period the Employee shall be allowed an alternate day for annual vacation.

13.05 When a named holiday falls on a day that would otherwise be a Regular full-time Employee's regularly scheduled day off, the Employee shall receive an alternate day off, to be taken within thirty (30) days before or thirty (30) days after the named holiday.

## ARTICLE 14

### Health Benefits

14.01 In respect of coverage under Alberta Health Care, supplementary health care and dental coverage: Employer will contribute Fifty per cent (50%) of the premium for participating Regular full-time and part-time Employees. Dental coverage will provide for the reimbursement of 80% of eligible basic services, 50% of eligible extensive services, and 50% of eligible orthodontic services. A maximum reimbursement of \$2,500.00 per insured person per benefit year shall apply to extensive services. Orthodontic services shall be subject of a lifetime maximum reimbursement of \$2,500.00 per insured person.

14.02 Regular Employees shall participate in the Benefits Plan, subject to the enrollment and other requirements of the carrier(s) /insurers, inclusive of:

- a) Group Life Insurance
- b) Accidental Death and Dismemberment
- c) Long Term Disability Insurance (66% of basic monthly earnings).

- d) The premium costs of this insurance will be shared fifty per cent (50%) by Employer and fifty per cent (50%) by the Employee.

14.03 Health Benefits Spending Account

- a) The Employer shall implement a Health Benefits Spending Account for all Employees eligible for benefits in accordance with Article 14.
- b) A sum of five hundred dollars (\$500.00) shall be allocated by the Employer to the Health Benefits Spending Account for each Full Time Employee effective April 1<sup>st</sup> 2009.  
Part Time Employees shall be pro-rated based on their FTE as of January 1<sup>st</sup> of each calendar year.
- c) The Health Benefits Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of the implementation and during the course of operation of the Health Benefit Spending Account.

ARTICLE 15

Pension Plan

- 15.01 All eligible Employees shall participate in the Local Authorities Pension Plan or successor.

ARTICLE 16

Sick Leave

- 16.01 Sick leave is defined as a form of insurance against illness, quarantine or accident for which compensation is not payable under the Workers' Compensation Act.

- 16.02 An Full-time Employee shall be allowed a credit for sick leave 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 twenty (120) working days.

Sick leave credits shall not accrue after 30 days in the case of (a) illness, (b) injury, (c) layoff, (d) leave of absence, and (e) while in receipt of weekly indemnity as provided by a long-term disability insurance plan.

Part-time Employees shall accrue sick leave credits pro-rated to the number of hours worked at their basic rate of pay to a maximum level of one hundred and twenty (120) working days.

- 16.03 An Employee granted sick leave shall be paid for the period of such leave at the Employee's regular rate of pay and the number of days thus paid shall be deducted from credits accumulated at the time sick leave commenced.
- 16.04 Employees shall be required to submit proof satisfactory to Employer of any absence in excess of three (3) consecutive days due to illness, non-occupational accident or quarantine.
- 16.05 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 below the maximum.
- 16.06 Casual Employees shall not be entitled to sick leave.
- 16.07 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.

## ARTICLE 17

### Workers' Compensation

- 17.01 Where an Employee is absent due to illness or injury which is compensable by Workers' Compensation, the following shall apply:
- a) The Employer shall continue to pay its share of any and all health and welfare benefits for thirty (30) days from which the absence commences.
- b) Subsequent to the period referred to in (a) above, benefit coverage may continue by the Employee provided the Employee pays the total cost of the premiums to the Employer for each monthly period during the absence.
- c) An Employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave entitlement or vacation credits during the period of absence.

## ARTICLE 18

### Regular Part-time Employees

18.01 All provisions of this Collective Agreement shall apply to Regular part-time Employees, except where amended by the following.

18.02 **Hours of Work**

Amend Article 5.01 to read:

5.01 Regular Hours of Work, inclusive of meal periods shall be:

- a) up to eight (8) consecutive hours per day and
- b) less than forty (40) hours per week averaged over one (1) complete cycle of the shift schedule.

18.03 **Overtime**

Amend Article 6.01 to read:

6.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of eight (8) hours per day.

18.04 **Named Holidays**

- a) A part-time Employee required to work on a named holiday as per Article 13.01, shall be paid at one and one-half (1 1/2 X) times her basic rate of pay or at the appropriate overtime rate if applicable.
- b) Part-time Employees shall be paid, in addition to their basic rate of pay, four point four per cent (4.4%) of this rate per pay period in lieu of named holidays.
- c) Unless an Employee requests otherwise, each part-time Employee shall be scheduled so as to be given either Christmas Day or New Year's Day off.

## ARTICLE 19

### Temporary Employees

19.01 All provisions of this Collective Agreement shall apply to temporary Employees except where amended by the following:

- a) Article 11 (Probation)

- b) Article 9 (Job Postings) During the term of a temporary position, an Employee shall be eligible to apply on postings in accordance with the following:
  - i) Such Employees shall be eligible to apply on postings of vacancies for regular positions pursuant to Article 9.01. In the event that such Employee is successful on a posting pursuant to Article 9.01, the Employer shall not be required to post any resulting vacancy of less than three (3) months.
  - ii) Where a vacancy for a temporary position exists, such Employee shall not be eligible to apply, unless the position posted commences after the expiry of the term for which she was hired.
- c) Article 14 (Health Benefits) prior to the completion of three (3) months of continuous service.
- d) Article 21 (Layoff and Recall)
  - i) a temporary Employee shall not have the right to grieve the termination of the temporary position.
  - ii) the Employer shall provide at least seven (7) calendar days written notice of the termination of her temporary position.
  - iii) a Regular Employee occupying a temporary position shall retain her seniority and shall not have the right to grieve placement pursuant to Article 24 when no longer required in the temporary capacity.

## ARTICLE 20

### Casual Employees

20.01 All provisions of the Collective Agreement shall apply to Casual Employees except where amended by the following and with the exception of Article 14 (Health Benefits):

20.02 **Hours of Work**

Amend Article 5.01 to read:

5.01 Regular Hours of Work, inclusive of meal periods shall be:

- a) up to eight (8) consecutive hours per day and

- b) less than forty (40) hours per week averaged over one (1) complete cycle of the shift schedule.

20.03 **Overtime**

Amend Article 6.01 to read:

6.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of eight (8) hours per day.

20.04 **Named Holidays**

- a) A Casual Employee required to work on a named holiday as per Article 13.01, shall be paid at one and one-half (1 1/2 X) times her basic rate of pay or at the appropriate overtime rate if applicable.
- b) Casual Employees shall be paid, in addition to their basic rate of pay, four point four per cent (4.4%) of this rate per pay period in lieu of named holidays.

20.05 Casual Employees shall be entitled to, in addition to their basic rate of pay, vacation pay equivalent to the entitlement earned by Regular Employees in accordance with the percentages in Article 12.06.

20.06 Casual Employees shall not be covered by Article 21 (Layoff and Recall).

20.07 Casual Employees shall not be covered by Article 7 (Seniority)

ARTICLE 21

Layoff and Recall

21.01 Regular Employees may be laid off in accordance with the provisions of this Article.

21.02 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.

21.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff for Regular Employees shall be fourteen (14) days.

- 21.04 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.
- 21.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.
- 21.06 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.
- 21.07 An Employee shall be responsible for providing the Employer with his current address for recall purposes.
- 21.08 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.

## ARTICLE 22

### Discipline

- 22.01 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.
- 22.02 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.

- 22.03
- 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.
- 22.04
- 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.
- 22.05
- 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.
- 22.06
- 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.
- 22.07
- 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.



22.08 Except for the dismissal of a probationary Employee, there shall be no dismissal or discipline except for just cause.

22.09 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 23

#### Employee Resignation

23.01 An Employee who wishes to resign in good standing from Employer shall give notice in writing at least fourteen (14) days before the date of resignation, exclusive of any vacation to be taken before the date of resignation.

### ARTICLE 24

#### Grievance Procedure

24.01 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 Director of Housing & Community Services or the Human Resources Manager.

(c) For the purposes of this Article, "days" shall mean calendar days except Saturdays, Sundays and Paid Holidays.

24.02 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 24.03.

#### 24.03 Settlement of Differences between Employee and Employer

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

##### STEP I

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

##### STEP II

- (a) If the grievance is not resolved at Step I, the grievance shall be submitted to the Director, Housing & Community Services within ten (10) days from the date of receipt of the decision by the manager at Step I.
- (b) The Director, Housing & Community Services 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.

24.04 Subject to Article 22, in the event an Employee alleges that he has been dismissed or disciplined without just cause, he may commence his grievance at Step II.

- 24.05 (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.

## ARTICLE 25

### Union Stewards

- 25.01 The Employer agrees to recognize Employees who are elected or appointed as Union Stewards.
- 25.02 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.
- 25.03 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.
- 25.04 The Local agrees that Union Stewards and Employees alike shall not enter into discussions concerning Union business during working time.
- 25.05 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Stewards.
- 25.06 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.
- 25.07 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 Director, Housing & Community Services or authorized alternate. Such approval shall not be unreasonably denied.

ARTICLE 26

Employee Management, Health, Safety and Advisory Committee (EMHSA)

- 26.01        The Employer and the Union agree that there shall be an Employee Management, Health, Safety and Advisory Committee (EMHSA) consisting of a maximum of six (6) persons, with equal representation from the Parties.
  
- 26.02        It is the function of EMHSA to consider matters relating to occupational health, safety and accident prevention, and other issues relating to the relationship of the Employer to its Employees, and to advise and make recommendations regarding the same.
  
- 26.03        The representatives of the Employer on EMHSA shall be those persons or alternates employed and designated by the Employer from time to time.
  
- 26.04        The representatives of the Union on EMHSA shall be those Employees or Employee alternates designated by the Local from time to time.

- 26.05 The Parties mutually agree that the representatives of the Employer and the Union on EMHSA should be the persons in authority to represent their respective membership and should be as consistent as reasonably possible with a minimum of alteration or substitution.
- 26.06 The Chair on EMHSA shall be a representative of the Employer, and the Vice-Chair shall be a representative of the Union.
- 26.07 EMHSA 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.
- 26.08 Either the Employer or the Union may have experts or advisors present at meetings of EMHSA to make submissions to or to assist EMHSA 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.
- 26.09 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 27

### Time Off For Union Business

- 27.01 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 22 and 24.
  - (ii) Local appointees not to exceed three (3) in number for time spent in Employee Management Health and Safety Committee (EMHSC) meetings.
- b) Provided that operational efficiency shall not in any way be disrupted, time off from 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 three (3) 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 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 27.01 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 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.

## ARTICLE 28

### Bulletin Boards

28.01 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.

## ARTICLE 29

### No Discrimination

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

## ARTICLE 30

### Legal Indemnification

31.01 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 reasonably 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.

ARTICLE 31

Parking

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

Salary Appendix/Pay Grids

- Effective April 1<sup>st</sup>, 2009, the Employer agrees to increase the salary grid of each classification by five per cent (5%).
- Effective April 1<sup>st</sup>, 2010, the Employer agrees to re-open salary negotiations.
- Effective April 1<sup>st</sup>, 2011, the Employer agrees to re-open salary negotiations.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ON BEHALF OF THE BETHANY GROUP

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

LETTER OF UNDERSTANDING #1

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
at Bashaw Valley Lodge, Rosealta Lodge & Stoney Creek Lodge

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 047/002)

**Re: Contracting Out**

1. The Parties recognize the important contribution the Lodge Staff make in the delivery of support services, and are committed to ensure job security where reasonably 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 21 (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 absences, 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 January 1<sup>st</sup>, 2009 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 Employee who works regular shift schedules.
5. The Parties agree that the Employer is exempted from the terms and conditions of this Letter of Understanding for any contracts already being managed by the Employer as at April 1<sup>st</sup>, 2004.
6. This Letter of Understanding will not prevent the transfer of services and the associated employees between lodge facilities operated by the Bethany Group.
7. This Letter of Understanding will expire on March 31<sup>st</sup>, 2009.

ON BEHALF OF THE BETHANY GROUP

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

\_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

LETTER OF UNDERSTANDING #2

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
at Bashaw Valley Lodge, Rosealta Lodge & Stoney Creek Lodge

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 047/002)

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 21 (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

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

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\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

LETTER OF UNDERSTANDING #3

between

BETHANY NURSING HOME OF CAMROSE, ALBERTA  
at Bashaw Valley Lodge, Rosealta Lodge & Stoney Creek Lodge

and

THE ALBERTA UNION OF PROVINCIAL EMPLOYEES  
(on behalf of Local 047/002)

**Re: Workforce Adjustment Protocol**

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 reasonably possible. To this end, it is understood by the parties that the 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 21 (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 absences, transfers, and voluntary separation programs, including early retirement, job sharing or severance agreements in order to minimize the impact on Employees.

ON BEHALF OF THE BETHANY GROUP

ON BEHALF OF THE ALBERTA UNION  
OF PROVINCIAL EMPLOYEES

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DATE \_\_\_\_\_

DATE \_\_\_\_\_

PAY GRID

**Local 047/002 (Tri Lodges)**

Effective April 1, 2009

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Head Cook	\$18.27	\$18.98	\$19.75	\$20.55
Assistant Cook	\$15.33	\$15.95	\$16.60	\$17.25
Head Housekeeper	\$18.27	\$18.98	\$19.75	\$20.55
Lodge Attendant	\$13.97	\$14.48	\$15.10	\$15.68
Lodge Support Aide	\$15.63	\$16.53	\$17.42	\$18.29
Maintenance Worker	\$19.41	\$20.17	\$20.97	\$21.81
Crafts Coordinator	\$12.95	\$13.45	\$13.97	\$14.48
Activities Coordinator	\$14.92	\$15.54	\$16.14	\$16.82
Administrative Assistant	\$15.78	\$16.38	\$17.05	\$17.72
Administrative Assistant II	\$17.36	\$18.04	\$18.76	\$19.52