



**COLLECTIVE AGREEMENT**

**BETWEEN**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**AND**

**VENTA CARE CENTRE LTD.  
LOCAL 047 CHAPTER 022**

**AUXILIARY NURSING CARE**

**EXPIRES JULY 31, 2012**

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## PREAMBLE

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

- (a) ensure the provisions of the best possible service and care;
- (b) protect the interest of residents, Employees and the community, and encourage efficiency of operations;
- (c) maintain harmonious relations between the Employer and the Union;
- (d) 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 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in force and effect from and after the date upon which the Alberta Union of Provincial Employees and Venta Care Centre exchange notice of ratification by their principles of the terms of this Collective Agreement, up to and including July 31, 2012 and from year to year thereafter unless notice, in writing, is given by either party to the other party no less than two (2) calendar months, nor more than four (4) calendar months prior to the expiration, of its desire to amend this Collective Agreement.
- 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 "Union" means the Alberta Union of Provincial Employees. In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.

- 2.04 "Basic Rate of Pay" shall mean the increment step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Continuous Service" shall mean the period of employment from the latest date of employment that is not interrupted by resignation, termination or dismissal.
- 2.06 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire, the employment status of each Employee will be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a Full-time or Part-time basis on regularly scheduled shifts of 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 regular hours specified 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 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.

- 2.07 "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.
- 2.08 "Feminine Gender" shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.09 "Facility" shall mean the care centres administered by Venta Care Centre Ltd. (Long Term Care Facility and the Assisted Living Manor).
- 2.10 "Shift" shall mean the daily tour of duty excluding overtime hours.
- 2.11 "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.
- 2.12 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.
- 2.13 "Bi-weekly period" shall mean the two (2) calendar weeks constituting a pay period.

### ARTICLE 3

#### RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for its Employees at Venta Care Centre Ltd. as described in the certificate issued by the Alberta Labour Relations Board (certificate number: 67-2003) on June 27, 2003.
- 3.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with this Agreement.

### ARTICLE 4

#### UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 Membership in the Union is voluntary.



- 4.02 Consistent with the payroll system of the Employer, the Union will advise the Employer of the bi-weekly (fortnightly) amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union no later than the twenty second (22<sup>nd</sup>) of the month following. The remittance shall be accompanied by a listing of Employee names and the amount of the deduction from each employee.
- 4.03 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice to any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 4.04 The Employer shall indicate the dues deducted and enter the amount on the T-4 Slips supplied to the Employee.

## ARTICLE 5

### MANAGEMENT RIGHTS

- 5.01 The exclusive rights of management will include, but are not limited to:
- (a) maintain order, discipline and efficiency and in connection therewith to establish or continue policies, practices, procedures, rules and regulations for the conduct and efficiency of the business and from time to time, to change or abolish such policies, procedures, practices, or rules and regulations;
  - (b) to plan, direct and control the work of the Employees and the operation of its business. This includes the right to introduce new methods, equipment, and to assign work to such Employees in accordance with the requirements determined by management and to control the amount of supervision necessary, combining or splitting up of the departments, to establish and change work schedules and assignments, and the increase or reduction of personnel in any particular area or on the whole;
  - (c) to hire, transfer, layoff, recall, promote, demote, classify, assign duties, suspend, or otherwise discipline Employees;
  - (d) to discharge Employees who have completed their probationary period for just cause. The discharge of a Probationary Employee will be at the discretion of the Employer.
  - (e) to take such measures as management may determine to be necessary for the orderly or economical operation of the company's business;

- (f) it is agreed that these rights will not be exercised in a manner inconsistent with the terms of this Agreement.

## ARTICLE 6

### NO DISCRIMINATION

- 6.01 There shall be no discrimination, restriction, or coercion exercised or practiced in respect of an Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical disability, nor by reason of membership or non-membership 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.

## ARTICLE 7

### NO STRIKES OR LOCKOUTS

- 7.01 The Union agrees that it will not cause, authorize, or sanction, nor permit Employees to cause or take part in any sit down, stay in, or slow down, or any strike or stoppage of any of the Employer's operations or any curtailment of work on the Employer's premises during the term of this Agreement which is contrary to the *Labour Relations Code*.
- 7.02 The Employer agrees that it will not cause or sanction a lockout during the term of this Agreement which is contrary to the *Labour Relations Code*.

## ARTICLE 8

### INSERVICE PROGRAMS

- 8.01 (a) The parties of this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education not only lies 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 the time in attendance. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis:
- (i) CPR (only when established by the Employer as a mandatory requirement after an Employee is hired)

- (ii) Fire, evacuation, and disaster procedures;
  - (iii) Proper lifting and prevention of back injuries;
  - (iv) WHIMIS;
  - (v) PPIC
  - (vi) Abdominal Thrust
- (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 in regular earnings for attending such programs.
- (d) The Employer shall make available other in-service education programs as deemed appropriate for the purposes of maintaining proficiency.

## ARTICLE 9

### PROBATIONARY AND ORIENTATION PERIOD

9.01 An Employee shall serve a single probationary period of four hundred and eighty-seven point five (487.5) hours worked exclusive of overtime hours worked, for each period of continued employment not interrupted by illness, injury, leave of absence, termination or dismissal. In the case of Part-time, Temporary, or Casual Employees, upon completion of six (6) calendar months of employment not interrupted by illness, injury, leave of absence, termination or dismissal and who have not completed four hundred and eighty-seven point five (487.5) hours, their probationary period shall be deemed to have been completed. The probationary period may be extended for a period up to an additional four hundred and eighty seven point five (487.5) hours worked. During the probationary period, the Employee may be terminated for any reason without:

- (a) notice; or
- (b) pay (except as may be required by the provisions of the Alberta Employment Standards Code),

If in the opinion of the Employer an Employee is unsatisfactory during the probationary period, the Employee's employment may be terminated at any time during the probationary period with or without just cause and any such termination of employment shall not be subject to the grievance procedure. An employee upon request, may be assisted by a Union Representative or Union Steward.

9.02 The Employer shall provide a paid orientation for all new Employees.

- 9.03 Subject to Article 11, the Employer shall provide a performance appraisal of each Probationary Employee at least once during her probationary period which shall be provided in writing if requested by the Employee.
- 9.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes during the paid orientation of new Employees. Attendance at the presentation shall not be compulsory.
- 9.05 All newly hired Employees working in their probationary period shall not be entitled to sick leave until the probationary period is completed and shall be paid in accordance with Schedule A. The layoff and recall provisions, outlined in Article 31 of this Agreement, shall not apply to probationary Employees.

## ARTICLE 10

### SENIORITY

- 10.01 (a) Seniority is the ranking of Regular Employees in accordance with the date of hire of the Employee.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the Seniority date established pursuant to Article 10.01(a).
- 10.02 Seniority shall be considered in determining:
- (a) preference in vacation time in Article 23,
- (b) layoff and recalls, subject to the provisions in Article 31,
- (c) promotions and transfers and in filling vacancies within the bargaining unit subject to the provisions in Article 12.
- 10.03 The seniority and employment of an Employee will terminate if:
- (a) the Employee resigns, retires, or quits;
- (b) the Employee is discharged, and not reinstated;
- (c) the Employee is laid off in excess of twelve (12) months;
- (d) the Employee fails to report as scheduled upon termination of a leave of absence, vacation, suspension or layoff, unless justifiable reason is given to the Employer.

- (e) The Employee is absent from work without a justifiable reason and does not make a reasonable effort to contact or notify the Employer with reasons satisfactory to the Employer by or on the third consecutive workday of such unauthorized absence.
- (f) The seniority and the employment of an Employee who is off work due to sickness, disability or WCB may be terminated by the Employer when the Employee has been off work for twelve (12) months. The Employer may terminate the employment of an Employee before that time when it is known that the Employee cannot perform the work covered by this Agreement and will not be able to return to work. The twelve (12) month period may be extended for another 12 months when there are extenuating circumstances. Such termination of employment shall not be contrary to any right conferred under this Agreement or any law of Canada or Alberta.

10.04 The Employer shall maintain a seniority list showing the name and seniority of each regular Employee in chronological order. An up to date seniority list shall be sent to the Union and posted on all bulletin boards in January and July 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.

## ARTICLE 11

### PERFORMANCE APPRAISALS

- 11.01 The parties recognize the desirability of a performance appraisal system designed to effectively use and develop the human resources of the Employer.
- 11.02 (a) The Employer will endeavor to give Employees an annual performance appraisal.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with advance notice of at least one (1) day. At the interview, the Employee shall be offered 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 her performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.
- 11.03 (a) By appointment made at least one (1) working day in advance, an Employee may view her personnel file once a year, or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing her personnel file.

- (b) An Employee shall be given a copy of the contents of her personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying.
- 11.04 An Employee's performance appraisal shall not be released by the Employer to any person except to the Board of Arbitration, or as required by law, without the written consent of the Employee.
- 11.05 The Employer recognizes the difference between performance appraisals and disciplinary action and it is not the intention of the Employer to use the performance appraisal system in a disciplinary manner.
- 11.06 Performance appraisals shall not be subject to the Grievance Procedure.

## ARTICLE 12

### APPOINTMENTS, TRANSFERS AND PROMOTIONS

- 12.01 The Employer shall post notices of vacant positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment. The posting shall contain the following information:
  - (a) qualifications required;
  - (b) employment status.

Also, for information purposes only, a notice of vacancy shall specify the number of hours per shift, shifts per cycle, and the current shift pattern for the position (i.e. days only, nights only, evenings only, days and evenings, nights evenings, etc).
- 12.02 Applications for vacancies, transfers or promotions, shall be made in writing to such officer as the Employer may designate.
- 12.03 If no qualified applications are received by completion of the posted time, the Employer may fill the vacancy at its discretion.
- 12.04 When filling any vacancy within the bargaining unit, the Employer will give preference to qualified applicants within the bargaining unit.

- 12.05 When making transfers and filling vacancies within the bargaining unit, the determining factors shall be the most requisite job related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be equal and satisfactory, seniority shall be the deciding factor..
- 12.06 All applicants for a posted transfer, promotion, and/ or vacancy, shall be informed of their acceptance or rejection within five (5) working days of the date of the appointment.
- 12.07 Transfers and promotions shall be on a trial basis. The transferred or promoted Employee will be given a trial period of thirty (30) shifts worked, in which to demonstrate the ability to fill the new position satisfactorily. The trial period may be extended by the number of working days absent for any reason during the trial period. If the Employer finds the Employee to be unsatisfactory during the trial period, the Employer shall reinstate the Employee to her former position without loss of seniority. If the Employee finds, during her trial period, that she is not suited to her new position she may request to be reinstated to her former position, without loss of seniority. If in either case reinstatement to her former position is not possible, she shall be placed in another suitable position without loss of seniority and at the rate of pay equivalent to that of her former position.
- b) In the event that an Employee returns or is returned to her former position pursuant to Article 12.07 (a), the Employer shall have one (1) opportunity to fill the resultant vacancy by selecting from the applications on the original posting. Should the Employer exercise this right the posting provisions of this Article will be deemed to be satisfied.

### ARTICLE 13

#### HOURS OF WORK

- 13.01 Regular hours of work, exclusive of meal periods shall be:
- (a) seven and one half (7 1/2) consecutive hours per day, and
  - (b) thirty seven and one half (37 1/2) hours per week, averaged over one (1) complete cycle of the shift schedule.
- 13.02 Regular hours of work shall be deemed to:
- (a) include, as scheduled by the Employer, either

- (i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven and one half (7 1/2) hours or the alternative to be applied shall be at the discretion of the Employer.
    - (ii) one rest period of thirty (30) minutes during each full working shift of seven and one half (7 1/2) hours if this is more compatible with the scheduling of work assignments.
  - (b) include as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each working day on which the Employee works in excess of four (4) hours;
  - (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours;
- 13.03 Subject to Article 13.11, 13.12, shift schedules shall be posted six (6) weeks in advance or such shorter period as is mutually agreed between the Employer and the local Chapter Chair of the Union. The Employer shall allow a local chapter representative of the Union to reproduce a copy of the posted shift schedule.
- 13.04 Except in cases of emergency or by mutual agreement between the Employee and the Employer, shifts scheduled shall provide for:
- (a) at least fifteen and one half (15 1/2) hours off duty between shifts;
  - (b) Employees shall have two (2) weekends in four (4) off. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
  - (c) an Employee shall not be scheduled to work more than six (6) consecutive shifts.
- 13.05 Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and the seven (7) days of the week. The first (1<sup>st</sup>) shift of the working day shall be the one wherein the majority of the hours worked fall between twenty-four hundred (2400) hours and zero eight hundred (0800) hours.
- 13.06 The Employer, in scheduling shifts, shall take into consideration an Employee's request for certain shift schedules, subject to the requirements of Article 13.04.
- 13.07 (a) Employees may exchange shifts among themselves provided that:
- (i) the exchange is agreed to , in writing, between the affected Employees and



- (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
  - (b) Where such request is made in writing, the Employer shall also reply in writing.
  - (c) Such exchanges shall be recorded on the shift schedule.
  - (d) Such exchange shall not be deemed a violation of the provisions of this Collective Agreement.
- 13.08 When an Employee reports for work as scheduled and is directed by the Employer to leave, she shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at her basic rate of pay.
- 13.09 A regular Employee shall not be scheduled to work more than two (2) different shifts between scheduled days off except as may be mutually agreed between the Employer and the Employee.
- 13.10 An Employee may not be scheduled to work more than six (6) consecutive days except as may be mutually agreed between the Employer and the Employee, or in cases of emergency. Where mutually agreed, such additional days shall be paid at the basic rate of pay.
- 13.11 Except when application of this Article is waived by mutual agreement between the Employer and the Employee, where an Employee's scheduled days off are changed without seven (7) calendar days notice, the Employee shall be paid at one and one half (1 1/2) times for all hours worked on what would otherwise have been her off duty days.
- 13.12 Except when application of the Article is waived by mutual agreement between the Employer and the Employee, if in the course of a posted schedule, the Employer changes an Employee's scheduled shift, but not her scheduled days off, she shall be paid at the rate one and one half (1 1/2) times her basic rate of pay for all hours worked during the first (1<sup>st</sup>) shift of the changed schedule, unless seven (7) calendar days notice is given.
- 13.13 On the date fixed by proclamation, in accordance with the Daylight Savings Time Act of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed for said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be affected in the appropriate deduction in regular earnings.

- 13.14 (a) Employees may work flexible hours by mutual agreement between the Employee and the Employer, whereby at mutually agreeable time the Employer will provide and the Employee shall take time off:
- (i) for those hours worked during the normal rest period; and
  - (ii) in place of overtime pay for those hours worked in excess of seven and one half (7 1/2) hours in a day or thirty-seven and one half (37 1/2) hours in a week averaged over one (1) cycle of the shift schedule.
- (b) The Employee shall be paid for the time taken off in place of overtime pay at the same rate the Employee would have been paid wages had the Employees worked those hours on a normal working day.
- (c) If time off in place of overtime pay is not received and taken in accordance with the foregoing, the Employee will be paid overtime pay in accordance with Article 14.04.

13.15 Additional Shifts

- (a) Part Time Employees who wish to be considered for additional shifts and Casual Employees who wish shifts shall provide the Employer with availability sheets by the 15th of the proceeding month.
  - (b) Causal Employees shall be expected to provide availability for at minimum one (1) weekend each month.
  - (c) When the Employer has at least eighteen (18) hours notice of an absence they shall fill the additional shifts utilizing the information from the availability sheets starting with the Employee with the earliest date of hire. Shifts shall be offered to Employees on a rotational basis, that is: The first available shift(s), to a maximum of two (2), is offered to the Employee with the earliest date of hire and then the next shift(s), to a maximum of two (2), to the next Employee based on date of hire and so on. Should an Employee refuse an offered shift(s) that shift(s) shall be offered to the next Employee.
  - (d) When the Employer has less than eighteen (18) hours notice of an absence they may fill the absence at their discretion.
  - (e) It is understood that the Employees who are scheduled seventy-five (75) hours in a two (2) week period are not eligible for additional hours and further that this article is not intended to have additional hours offered in such manner as to create overtime, except in cases of emergency.
- 13.16 Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union.

## ARTICLE 14

### OVERTIME

- 14.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one half (7 1/2) 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 The overtime rate of double time (2X) the applicable basic rate of pay shall be paid all hours worked in excess of seven and one half (7 1/2) hours in a day.
- 14.03 Employees required to work by the Employer on their scheduled days off shall be paid at the rate of double time (2X), unless the Employee is given at least seven (7) calendar days notice of the change of the shift schedule.
- 14.04 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.
- 14.05 In the event an Employee works a double shift, the Employee shall be provided with access to a meal and snacks during the second (2nd) shift at no cost.

## 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 An Employee's basic rate of pay shall be advanced to the next incremental step upon the completion of one thousand nine hundred and fifty (1950) paid hours, with the exception of those Employees who work seven point seven five (7.75) hour days who shall be advanced after two thousand fifteen (2015) paid hours.
- 15.03 Transfers to High 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.

- 15.04 (a) 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.
- (b) When an Employee transfers to a classification as a result of a function of Layoff and Recall, her salary shall be maintained in the pre-transfer level until such time as the basic rate of pay in the lower paid classification is equal or greater than her pre-transfer rate.
- 15.05 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 15.05 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 commencing at Article 37.06. The resultant pay scale shall be implemented retroactively to the date the new position was established.

- 15.06 Employees required by the Employer to attend staff meetings and committee meetings (except as provided in Articles 35.01 and 38.03) shall be paid at the applicable rate of pay for attendance at such meetings.
- 15.07 Provided that no more than two (2) years have elapsed since the experience was obtained, when an Employee has experience satisfactory to the Employer, her starting salary shall be adjusted one step for each year of applicable, relevant experience.
- 15.08 Should the Employer issue an Employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer may recover the overpayment by deducting up to ten percent (10%) of the Employee's gross earnings per pay period; such recovery shall not cause the Employee any undue financial hardship.

ARTICLE 16

PYRAMIDING

- 16.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.
- 16.01 Where (2) or more applicable premiums are expressed as multiples of the basic rate of pay, the Employee will be paid only one (1) such premium, that being the highest of the applicable premiums.

ARTICLE 17

SHIFT AND WEEKEND PREMIUM

- 17.01 (a) Effective date of ratification a shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period of seventeen hundred (17:00) hours and zero seven hundred (07:00) hours.

Effective August 1, 2009 increased to two dollars and seventy-five cents (\$2.75) and hours amended to seventeen hundred (17:00) hours to twenty hundred (23:00) hours.

- (b) Effective August 1, 2009, a shift differential of three dollar (\$3.00) per hour shall be paid to Employees working a shift where the majority of such shift falls within the period twenty-three hundred (23:00) hours and zero seven hundred (0700) hours.

Effective August 1, 2010 increased to four dollars twenty-five cent (\$4.25) per hour.

Effective August 1, 2011 increased to five dollars (\$5.00) per hour.

Such premium payment shall not be considered as part of the Employee's basic rate of pay.

- 17.02 (a) Effective date of ratification, a weekend premium of two dollar and seventy-five cents (\$2.75) per hour shall be paid, in addition to shift differential, if applicable, to Employees for each hour worked where the majority of such shift falls within the period commencing seventeen hundred (17:00) hours Friday until zero seven hundred (0:700) hours Monday.

Effective August 1, 2009 increased to three dollars (\$3.00) per hour.

Effective August 1, 2010 increased to three dollars and twenty-five (\$3.25) per hour.

Such premium payment shall not be considered as part of the Employee's basic rate of pay.

- 17.03 Where applicable, an Employee shall be eligible to receive both Shift differential and Weekend premium.

## ARTICLE 18

### TEMPORARY ASSIGNMENTS

- 18.01 When an Employee is assigned to replace another Employee in a higher paid position within this Collective Agreement for one (1) full shift 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 position. 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 19

### RESPONSIBILITY PAY

- 19.01 (a) An Employee assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program and/or course shall receive an additional sixty-five cents (\$0.65) per hour. The Employer will give consideration to those Employees who express interest in participation in this program.
- (b) "Preceptor" shall mean a Licensed Practical Nurse who is assigned to supervise, educate and/or evaluate students in a Licensed Practical Nurse, PCA, Nursing Aide program and/or course.
- 19.02 Where the Employer designates a Licensed Practical Nurse to assume responsibility for staff supervision, clinical coordination and administrative/organizational duties, as required, she shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour. The Employer will define the roles and responsibilities of the LPN designated in charge.

ARTICLE 20

RESIDENT TRANSPORTATION

20.01 An Employee assigned to travel with a resident shall be paid:

- (a) in the event circumstances permit an immediate return to her place of employment, she shall be paid at her basic rate of pay and/ or if applicable, the overtime rate(s) stated in Article 14, to which she is entitled up to the time:
  - (i) the resident is released into the care of the receiving site; or
  - (ii) her scheduled work period would otherwise have ended; or
  - (iii) she has returned to her place of employment;

whichever is the later and she will be reimbursed for reasonable and substantiated expenses incurred.

- (b) In the event that circumstances prevent an immediate return to her place of employment, she shall be entitled to:
  - (i) no loss of regular earnings for time not worked on regularly scheduled shifts as a result of resident transportation; and
  - (ii) be reimbursed for reasonable and substantiated expenses incurred; and
  - (iii) her basic rate of pay and/ or if applicable, the overtime rate(s) as stated in Article 14 for the time spent on the return trip on the same basis as if she had been working at her place of employment.

20.02 The Employer shall establish a roster on which Employees may indicate their willingness to accompany residents. An Employee who has not placed her name on such roster shall not be required to take a resident transportation assignment, except where no Employee on the roster is immediately available to be assigned such duty.

20.02 An Employee shall not be requested or required to use her own vehicle for the purpose of resident transportation.

ARTICLE 21

TRANSPORTATION

- 21.01 Regular Employees who normally travel from the facility to their place of residence by means of public transportation following the completion of their shift but are prevented from doing so by being required to remain on duty longer than their regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost for reasonable, necessary, and substantiated transportation expense from the facility to their place of residence.
- 21.02 A regular Employee who is called back to the facility, shall be reimbursed for reasonable, necessary and substantiated transportation expense and if the Employee for such service by private automobile, reimbursement shall be at the rate of forty-six cents (\$0.46) per kilometer from the Employee's residence to the facility and return.
- 21.03 Where a regular Employee is assigned duties necessitating the use of her automobile, she shall be reimbursed pursuant to Article 21.02.

ARTICLE 22

NAMED HOLIDAYS

- 22.01 (a) Regular Full-time Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	August Civic Holiday
Boxing Day	

and any day proclaimed to be a holiday by:

- (i) The Government of the Province of Alberta.

Further, any day proclaimed by the Government of the municipality to be a civic holiday for general observance by the municipal community in which the institution is located.



- (b) The intent is that there will be no more than eleven (11) paid holidays per calendar year for the duration of this Agreement.
- (c) Notwithstanding the foregoing, while:
  - (i) on layoff; or
  - (ii) in receipt of compensation from the Workers' Compensation Board; or
  - (iii) an unpaid absence during which she is in receipt of EI Benefits, or
  - (iv) on other leaves of absence in excess of thirty (30) calendar days for any reason,
 an Employee shall not be entitled to:
  - (v) a day off with pay, or
  - (vi) payment in lieu thereof for the aforementioned paid Holidays.

22.02 Subject to Article 22.01(c), to qualify for the named holiday with pay, the Employee must:

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

22.03 (Effective August 1, 2010) Except as modified by 23.03(c) an Employee required by the Employer to work on a Named Holiday shall be paid for all hours worked on a Named Holiday at one and a half times (1 1/2 X) her basic rate of pay plus;

- (a) an alternate day off at a mutually agreed time; or
- (b) failing mutual agreement, within thirty (30) calendar days following the Named Holiday, the Employee shall receive payment for such day at her basic rate of pay.
- (c) An Employee 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 Employee's 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.

22.04 When a Named Holiday falls on a day that would:

- (a) otherwise be a regular Employee's scheduled day off, or
- (b) during an Employee's vacation;

the Employee shall receive:

- (c) an alternate day off at a mutually agreed time; or
- (d) failing mutual agreement, within thirty (30) calendar days following the named holiday of the option to be applied, the Employee shall receive payment for such day at her basic rate of pay.

22.05 Except as mutually agreed otherwise, the Employer shall schedule an Employee in such a manner to provide her with days off on at least three (3) of the actual Named Holidays as provided in Article 22.01.

22.06 Unless an Employee requests otherwise, she shall be scheduled so as to be given either Christmas Day or New Years Day off.

## ARTICLE 23

### ANNUAL VACATION

#### 23.01 **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 in each calendar year and concluding on the last day of December of the same calendar year.

#### 23.02 **Length of Vacation**

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

Less than two (2) years	1 working day each month (maximum of 10 days)
Two (2) years or more	15 working days

Six (6) years or more	20 working days
Twelve (12) years or more	25 working days
Twenty (20) years or more	30 working days

Part-time and temporary Employees vacation entitlement is based on their hours paid in relation to the hours of a full-time Employee.

**23.03 Non-cumulation 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.

**23.04 Vacation Pay**

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

**23.05 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:

10 days per year	4% of basic pay
15 days per year	6% of basic pay
20 days per year	8% of basic pay
25 days per year	10% of basic pay
30 days per year	12% of basic pay

**23.06 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 15<sup>th</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.

**23.07 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 may limit summer vacations to no more than three (3) weeks at a time)

**23.08 Time of Payment and Return**

Vacation will be paid out on June 15<sup>th</sup> and December 15<sup>th</sup> of each year or upon special request, provided at least two (2) pay periods notice of their request is given. Employees will be paid their vacation pay on a separate vacation pay advance cheque, within two (2) working days prior to their vacation at the reasonably exercised discretion of the Administrator.

23.09 Notwithstanding Article 23.02, vacation with pay shall not accrue during periods while:

- (a) on layoff, and
- (b) on unpaid absence during which she is in receipt of weekly indemnity, and
- (c) in respect of compensation from the Workers' Compensation Board, and
- (d) on leave of absence in excess of thirty (30) calendar days for any reason.

ARTICLE 24

EMPLOYEE BENEFITS

**Group Life Insurance**

24.01 For Full-time Employees, the Employer agrees to pay seventy percent (70%) of the cost of a group life insurance policy insuring to the amount of \$40,000.00. 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.

**Dental Plan**

24.02 The Employer agrees to pay seventy percent (70%) of the basic single/family premium rate for Full time Employees who have completed probation. The Dental Plan shall provide the following coverage:

- (a) Basic Services - 80%
- (b) Extensive Services - 50% to a maximum of \$2,000.00 life time per person per year.
- (c) Orthodontic Services - 50% to a maximum of \$2,000.00 life time per person per year.

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.

### **Extended Health Benefits**

24.03 For Full-time Employees, the Employer has agreed to pay seventy percent (70%) 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 seventy percent (70%) 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. The plan will provide the following:

- (i) A prescription drug plan that provided eighty percent (80%) reimbursement of eligible expenses.

The Employer is not responsible for contribution in the event that an Employee is otherwise covered for such benefits. This means that if the employee produces an exemption certificate indicating coverage (or is not entitled to coverage) through another source the Employer is not liable for contribution.

24.04 Effective August 1, 2006, the Employer shall facilitate the procurement, by Regular and Temporary Employees of insurance protection for Long Term Disability benefits as follows:

- (a) Long Term Disability (income replacement during a qualifying disability equal to sixty per cent [60%] of basic earnings [regularly scheduled annual hours multiplied by the Employee's basic rate of pay at the date of disability divided by twelve [12] determines the level of monthly benefit coverage] to the established maximum following a one hundred and twenty [120] working day elimination period);
- (b) The Employer agrees to pay seventy percent (70%) of the premium for the above-mentioned plan.

## **Part Time Employee Benefits**

- 24.05 (a) Part time Employees who work fifteen (15) or more 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 24.02 and 24.03 hereof. In no event shall the Employer's contribution exceed seventy percent (70%).
- (b) Part time Employees who work twenty (20) or more regularly scheduled hours per week averaged over a shift rotation shall be entitled to the benefits and shared cost arrangements outlined in Articles 24.04. In no event shall the Employer's contribution exceed seventy percent (70%).
- 24.06 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.
- 24.07 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.
- 24.08 The Employer shall make available to eligible Employees brochures outlining current coverage in the above mentioned plans.
- 24.09 The Employer will provide a copy of each of the plans to the Union.

## ARTICLE 25

### SICK LEAVE

- 25.01 To protect the Employee against loss of income where she is legitimately ill, an Employee absent because of such illness shall be entitled to receive sick leave benefits equal to her normal hourly wage (exclusive of overtime premiums, etc.) for each day of illness that she was scheduled to work to the extent of her accumulated sick leave credits. As provided in 25.05, sick leave is not payable for shifts additional to the Employee's regular schedule.
- 25.02 After an Employee has completed her probationary period, she 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 and twenty (120) working days, provided however that an Employee shall not be entitled to apply sick leave credit prior to the completion of her probationary period. In the case of:

- (a) illness;
- (b) injury;
- (c) layoff;
- (d) leave of absence
- (e) unpaid leave while in receipt of compensation from the Workers' Compensation Board,

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

25.03 When an Employee has accrued the maximum sick leave credit of one hundred and twenty (120) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

25.04 Employees may be required to substantiate, in the manner prescribed by the Employer, any claim for sick leave in the following circumstances:

- (a) for any incident of sick leave of three (3) work days in duration or longer; and
- (b) after the third (3<sup>rd</sup>) and subsequent incident of sick leave of any duration in a calendar year.
- (c) for absences where less than two (2) hours advance notice is provided.

If the Employer requires an Employee to substantiate their claim for sick leave benefits and there is a cost attached, the cost will be paid by the Employer as long as a paid receipt is provided by the Employee.

25.05 Only normal regularly scheduled working days will be charged against sick leave credit; this applies to all Full-time and Part-time Employees.

25.06 Sick Leave Benefits While on Workers' Compensation

Absence for sickness or accident compensable by Workers' Compensation will not be charged against the Employee's accumulated sick leave credits.

25.07 Employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

25.08 Notification of Return to Work

During any illness, the Employee will notify the Employer of her intention to return to work in as far in advance as possible.

25.09 Leave of Absence due to Illness

Employees whose sick leave credits are exhausted will be credited on a leave of absence due to illness and shall inform the Employer of her readiness to return to work with as much notice as is reasonably practicable.

25.10 Upon request of an Employee, but not more frequently than once a year, the Employer shall advise the Employee of her accrued sick leave credits.

25.11 Casual Employees

Casual Employees shall not be entitled to sick leave.

ARTICLE 26

WORKERS' COMPENSATION

26.01 (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 (WCB).

(b) Employees will be eligible to apply for sick leave benefits in accordance with Article 25: 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 Employee's 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.

26.02 An Employee receiving compensation benefits under Clause 26.01 shall be deemed on Workers' Compensation leave and shall:



- (a) remain in the continuous service of the Employer for the purpose of salary increments and Prepaid Health Benefits;
- (b) cease to earn vacation and sick leave credits subject to Clauses 23.09 and 25.02;
- (c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.

26.03 An Employee on Workers' Compensation leave 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 twenty-eight (28) days' written notice or such shorter period of notice mutually agreed to by the Employee and Employer. Such advance notice shall not be required in the case of short term absence on Workers' Compensation leave, i.e. where the expected duration of the leave 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;
- (c) incapable of performing the duties of her former classification and is no longer receiving a benefit from the Workers' Compensation Board, may make application for any benefits for which she is eligible under Article 24: Employee Benefits Plan or Article 25: Sick Leave.

26.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Article 12: Appointments, Transfers and Promotions; Article 13: Hours of Work and Article 39: Regular Part-Time Employees.

26.05 At the expiration of twenty-four (24) months from the first day of absence as a result of a disability while on duty in the service of the Employer:

- (a) an Employee who is not capable of resuming work pursuant to Sub-Clause 26.03(a); or

- (b) for whom, after a reasonable effort having been made pursuant to Sub-Clause 26.03 (b), alternate employment is not available,

it shall be deemed that the employment relationship has terminated, provided such termination is not contrary to any right conferred under:

- (i) this Agreement;
- (ii) any applicable law of Canada;
- (iii) any applicable law of Alberta.

26.06 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of her condition in a prompt and timely manner.

## ARTICLE 27

### LEAVE OF ABSENCE

#### 27.01 **General Conditions**

- (a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to the proper officer of the Employer six (6) weeks in advance, except that extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Except in exceptional circumstances, the Employer will reply in writing to a request for a leave of absence within fourteen (14) days of receipt of the request.
- (b) Except as provided in Article 27.01 (d), during leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 24 provided that the Employee makes prior arrangements to pay full premium costs. In failure to remit the full payment required above, reinstatement in any and all plans may be subject to the enrollment and other requirements of the underwriter.
- (c) Whenever possible, an Employee returning from a lengthy leave of absence shall give at least three (3) weeks notice of return.

- (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 or EI Plan benefits, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.
- (e) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer, shall automatically terminate her position.
- (f) Employees shall not be entitled to named holidays with pay, which may fall during a period of leave of absence without pay.
- (g) Employees granted leave of absence for more than one (1) month, may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- (h) When an Employee is on leave of absence without pay, she may continue participation in the Alberta Health Care Insurance Plan for the period of her employment pursuant to Article 24 or 26.01, whichever is applicable from the last day of paid sick leave, by paying the full premium costs to the Employer.
- (i) The Employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.

27.02 (a) **Maternity Leave**

- (i) An Employee who has completed six (6) months continuous employment shall, upon her written request, providing at least twenty-eight (28) calendar days advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the expected date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery, the pregnancy interferes with the performance of the Employee's duties, the Employer may by notice of writing to the Employee, require the Employee to commence maternity leave forthwith. Such leave shall be without pay and benefits except for the portion of maternity leave which the Employee has a valid health related reason for being absent from work and the employee is eligible for sick leave or EI SUB plan benefits. Maternity shall not exceed twelve (12) months unless mutually agreed otherwise between the Employer and the Employee.

- (ii) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as part or as all the period of extension.

(b) **Parental Leave**

A father-to be who has completed six (6) months continuous employment shall, upon his written request, be granted an unpaid leave to commence two (2) weeks prior to the delivery or such longer period as may be mutually agreed between the Employee and the Employer. Such leave shall be without pay and benefits and shall not exceed thirty seven (37) weeks.

- (c) (i) Subject to section (ii), an Employee on maternity leave or paternity leave shall provide the Employer with at least twenty-eight (28) calendar days notice of readiness to return to work, following which the Employer will reinstate her in the same or in an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
- (ii) In the event that during the period of an Employee's maternity or paternity leave, the position from which the Employee is on such leave is eliminated due to a reduction in the working force or discontinuing of an undertaking or activity and the Employer has not increased the working force or resumed operations on the expiry of the Employee's maternity or paternity leave and the returning Employee does not have sufficient seniority to displace another incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with Article 31.08.

**27.03 Adoption Leave**

- (a) An Employee who has completed six (6) months continuous employment shall upon written request, giving twenty-eight (28) calendar days notice before the Employee can reasonably expect to first obtain custody of the child being adopted, be granted leave for up to nine (9) months as necessary for the purpose of adopting a child.
- (b) Where the Employee is unable to comply with (a), the Employee may commence adoption leave upon one (1) days notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.

- (c) (i) Subject to section (ii), and Employee granted adoption leave shall provide the Employer with twenty-eight (28) days notice of readiness to return to work, following which, the Employer will reinstate her in the same or equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.
- (ii) In the event that during the period of an Employee's adoption leave, the position from which the Employee is on such leave has been eliminated due to a reduction of the working force, or discontinuation of the undertaking or activity, and the Employer has not increased the working force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the workforce, resumption of the business, undertaking or activity, recall or reinstatement of the working force shall be in compliance with Article 31.08.

#### 27.04 Bereavement Leave

- (a) Upon request, an Employee shall be granted reasonable leave of absence in the event of a death of a member of the Employee's immediate family (i.e. spouse, child, parent, brother, sister, mother in law, father in law, son in law, daughter in law, grandparent, brother-in-law, sister-in-law, grandchild, guardian or fiancée). Spouse shall include common-law. Stepparent, stepchildren, stepbrother and stepsister shall be considered as the Employee's immediate family. For the first five (5) calendar days of such leave of absence, the Employee shall suffer no loss of regular earnings. Bereavement may include normal days off and/ or vacation but no additional payment is due therefore. Upon request, bereavement leave may be extended by the employer for two (2) additional calendar days due to extensive travel. Bereavement leave ends the day after the funeral.
- (b) In the event of the death of another relative or close friend, the Employer shall grant up to one (1) working day off without pay to attend the funeral services.
- (c) An Employee shall not be required to take previously unscheduled vacation leave in lieu of bereavement when she is entitled to that bereavement leave.

#### 27.05 Education Leave

- (a) For the purpose of determining salary increments, an Employee who is granted leave of absence for educational purposes, subject to the conditions provided in Article 27.01, shall be deemed to remain in the continuous service of the Employer for the first twenty four (24) months of such period of leave.
- (b) During and Employee's education leave, she may work as a casual Employee with the Employer without adversely affecting her reinstatement to the position from which she is on leave.

#### 27.06 Compassionate Leave

- (a) An Employee who has worked six hundred (600) hours with the Employer shall be granted leave without pay or benefits for up to a maximum of eight (8) weeks in accordance with the Employment Insurance Act for the purpose of providing care to a gravely ill or dying family member. Family member is defined as: an Employee's child or the child of an Employee's spouse or common-law partner; an Employee's wife/husband or common-law partner; an Employee's father/mother; an Employee's father's wife/mother's husband; the common-law partner of an Employee's father/mother.
- (b) In order to receive compassionate care leave, the Employee shall provide a medical certificate from his/her family member's doctor indicating that the Employee is required to provide care or support to the family member who has a serious medical condition with a significant risk of death within six (6) months.

#### 27.07 Special Leave

Each calendar year, each regular and temporary Employee shall be entitled to up to four (4) special leave days without loss of pay, as either family leave or pressing necessity leave.

- (a) Family Leave

Family leave is intended to provide Employees with a way of attending to the health needs of members of their immediate family as defined Article 27.04. It is for use when the Employee's attendance is necessary and they are unable, through other means, to change the time when they need to be in attendance, or to arrange in advance time off work when needed through other means such as shift trades, time off in lieu, or vacation.

Employees are required to provided the Employer with notification of leave requirements as early as possible after determining the need. The Employer will not unreasonably deny other forms of leave when it is asked for to allow the Employee to attend to the health needs of members of their immediate family.

(b) Pressing Necessity Leave

A pressing necessity is a sudden or unusual circumstance that could not, by the exercise of reasonable judgment, have been foreseen by the Employee and which requires the Employee's immediate attention or make the Employee's attendance at work impossible. This may include sudden or unusual circumstances involving a need to attend to members of their immediate family.

Satisfactory proof of the particular circumstances shall be provided to the Employer.

ARTICLE 28

LEAVE OF ABSENCE – UNION BUSINESS

- 28.01 An Union member may request for leave of absence to perform the duties of any office of the Union.
- 28.02 The Employer shall not unreasonably withhold leave of absence for Employee's elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools, or to attend meetings as a member of the Union's Provincial Executive Board.
- 28.03 Representatives of the Union shall be granted time off with pay and without loss of seniority in order to participate in negotiations with the Employer. The Union Bargaining Committee shall consist of up to three (3) representatives from the bargaining unit and such other persons as determined by the Union. The Union will advise the Employer of the Union representatives to the committee.
- 28.04 When leave to attend Union business in accordance with Clauses 28.01, 28.02 and 28.03 has been approved it is granted with pay. The Union agrees to reimburse the Employer for the actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the costs of benefits and the Employer's administrative costs.
- 28.05 Upon written request, leaves of absence without pay shall not be unreasonably denied Employees for the purposes of attending Union business.

- 28.06 Employees shall, whenever possible, provide four (4) weeks notice of request for leaves of absence.
- 28.07 One (1) Employee who is elected for a full time position with the Union shall be granted leave of absence without pay and without loss of seniority for a maximum period of two (2) years. Such leave of absence shall be renewable for a further term upon request. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- 28.08 Leaves of absence for Union business approved by the Employer subject to Clause 28.03 shall be considered as "paid hours" for the purpose of advancement of incremental steps on the Salaries Schedule pursuant to Clause 15.02.

#### ARTICLE 29

#### JURY DUTY LEAVE

- 29.01 An Employee required to serve jury duty shall be paid the difference between what she would have earned for her scheduled hours (without taking into account any premium pay or the like) and the fees received pursuant to the performance of jury duty. This will be affected by the Employee signing over any jury fees less expense money received by the authorities for meals and lodging and the Employer will continue the regular salary payments. The Employee is to notify her supervisor as soon as possible after receipt of the subpoena. The Employee will come back to work during those regularly scheduled hours that she is not required to attend at court. If an Employee is required to be a witness in a case arising out of her employment with the Employer, the Employer will abide by the above provisions.

#### ARTICLE 30

#### RRSP PLAN

- 30.01 (a) Employees may contribute up to two percent (2%) of their basic hourly rate of pay into a self-directed RRSP for all hours worked. Employee's contributions will be on a voluntary basis with decisions to participate or not made once a year for a twelve-month period. For each Employee contributing into the plan in any twelve-month period the Employer will contribute a matching percentage of the Employee's basic hourly rate of pay for all hours worked on behalf of participating Employees. Employees may choose to make additional contributions to the Pension Plan. Such additional contributions will not be matched by the employer. Employees may choose to make such additional contributions, or not, effective for August 1, of each year. The Employee must give the Employer a minimum of thirty (30) days written notice.



- (b) The Employer will remit the stipulated amounts to the plan administration office together with an itemized list showing the amounts, the individual's name, address and Social Insurance Number.
- (c) The Employer shall make all new Employees aware of the current RRSP plan.

### ARTICLE 31

#### LAYOFF AND RECALL

31.01 It is the exclusive right of the Employer to:

- (a) establish and vary from time to time, the job classifications and the number of Employees, if any, to be employed in any classification, or in any work place of the facility, and
- (b) assign to other classifications any, or all, of the duties generally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.

31.02 Notice of Layoff

- (a) Where, in the opinion of the Employer, it becomes necessary to displace an Employee due to the reduction of the work force or reduction in regularly scheduled hours of work of a regular Employee, or wholly or partly discontinue operations, an activity or service, whenever possible the Employer will notify the Employee in writing at least fourteen (14) calendar days prior to the date of layoff, except that such notice is not required where the layoff results from an act of God, or emergency such as fire or flood, or any other circumstances beyond the control of the Employer. In the event such notice is not given when required, ten (10) days' pay in lieu of such notice shall be paid by the Employer to the laid-off Employee.
- (b) Where the layoff results from an act of God, or emergency such as fire or flood, or any other circumstances beyond the control of the Employer, the fourteen (14) calendar days notice is not required.
- (c) Employees will be laid off in the reverse order of seniority provided that the remaining Employees have the skills, training, knowledge and ability to perform the available work.
- (d) Whenever possible the Employer will notify the Union in advance of the upcoming layoffs and the Employer will have a consultation with the Union about the layoff.

### 31.03 Application

In this Article, classification means Health Care Aide or Licensed Practical Nurse and status means full-time or part-time.

- (a) Affected Employees have the right to:
  - (i) choose a vacancy
  - (ii) displace a less senior Employee in the same classification, same status (full-time or part-time) based on operational requirements as the Employees current position for which she has the skill, training, knowledge, and ability to perform the work.
- (b) When a displaced Regular Employee is unable to displace someone with the same classification and status, such displaced Regular Employee may displace a less senior Regular Employee in the same classification with a different status.
- (c) When an Employee is on an approved leave of absence, Workers' Compensation or long-term disability, the notice of layoff will be served when the Employee has provided notice of readiness to return to work.

### 31.04 Benefit Coverage During Layoff

The Employer shall make payment for its share of benefits premiums on behalf of a laid off Employee for the month in which the Employee is laid off provided that the Employee pays his or her share of benefits premiums for the same time.

### 31.05 Recall

- (a) Employees will be recalled in reverse order of layoff provided that the Employees have the skills, training, knowledge and ability to perform the work.
- (b) No new Regular Employees will be hired when there are other Employees who possess the skills, training, knowledge and ability for an available job, who are on layoff.

31.06 Other than for the continuation of seniority held at the time of full layoff, discipline, grievance, and arbitration rights and rights and benefits arising under this Article, an Employee's right while on full layoff shall be limited to the right of recall.

31.07 Employment shall be deemed terminated when an Employee does not return from full layoff when notified to do so, or on the expiry of twelve (12) months from the date of full layoff, whichever first occurs. Where an Employee on full layoff has been recalled to a temporary position pursuant to Clause 31.05, the twelve (12) month period shall be suspended during her temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) month recall period.

31.08 Casual Shifts

- (a) For the purposes of application of this Clause:
  - i) “full layoff” means a Regular Employee who does not hold a regular position due to application of this Article.
  - ii) “layoff” means a Regular Employee who has been reduced in regularly scheduled hours due to application of this Article.
- (b) Notwithstanding Clause 13.15 Employees who have been reduced in regular hours of work through the application of Article 31 and Employees on full layoff shall indicate in writing on a regular basis to the Employer, their monthly availability to work casual shifts (i.e. work opportunities of three (3) months or less).
- (c) Casual shifts shall be offered to Employees who have the skills, training, knowledge and ability to perform the work, in the following order, except where patient care requirements are such that this order is not possible.
  - (i) Regular Employees on layoff up to the pre-layoff full time equivalency (FTE), then
  - (ii) Regular Employees on full layoff in order of seniority, then
  - (iii) In accordance with Article 13.15 of the Collective Agreement.
- (d) Regular Employees who have been reduced in regular hours of work may refuse casual shifts without penalty. Regular Employees on full layoff who refuse casual shifts may do so without adversely impacting their recall rights.
- (e) This obligation to offer casual shifts according to this clause shall expire twelve (12) months from the date the Regular Employee was reduced in regularly scheduled hours of work as a result of the application of this Article, or twelve (12) months from the date that the Regular Employee was on full layoff, whichever is applicable.

- (f) The Employer is not required to further consider a Regular Employee who is on layoff or full layoff for casual shifts pursuant to this clause when the Regular Employee has refused to work five (5) consecutive casual shifts for which the Employee has indicated her monthly availability to the Employer.

## ARTICLE 32

### DISCIPLINE, SUSPENSION, AND DISCHARGE

- 32.01 Except for the dismissal of a probationary Employee, there shall be no suspension, dismissal or discipline except for just cause.
- 32.02 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal.
- 32.03 Unsatisfactory conduct and/or performance by an Employee which is not considered by the Employer to be serious enough to warrant suspension or dismissal may result in a verbal or written warning to the Employee. A copy of any written warning shall be placed on the Employee's personnel file. Copies of all written warnings shall be forwarded to a designated representative of the Union unless the Employee requests otherwise.
- 32.04 The Employee shall sign any notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice. An Employee may be accompanied by a representative of the Union during the disciplinary discussion.
- 32.05
  - (a) When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the Grievor, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
  - (b) 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 will confirm in writing to the Employee that such action has been effected.
- 32.06 An Employee absent for two (2) consecutive workdays without notifying the Employer shall be considered to have vacated her position.
- 32.07 Nothing in this Article prevents immediate suspension or dismissal for just cause.

ARTICLE 33

RESIGNATION AND TERMINATION

- 33.01 An Employee shall give the Employer at least fourteen (14) calendar days written notice of termination of employment.
- 33.02 Vacation Pay on Termination
- (a) If employment is terminated by an Employee without giving proper notice as above, notwithstanding any other provisions of the Collective Agreement, such Employee shall receive vacation pay at the rate prescribed by the Employment Standards Code concerning vacation with pay. The Employer may waive this clause if termination is due to illness or other reasons which are acceptable to the Employer.
  - (b) If employment is terminated, and proper notice is given, the Employee shall receive vacation pay in lieu of the unused period of vacation entitlement.
  - (c) When an Employee is discharged for just cause, vacation pay shall be at the rate prescribed in the Employment Standards Code.

ARTICLE 34

BULLETIN BOARD SPACE

- 34.01 The Employer shall provide two bulletin boards to be placed in a reasonably accessible location upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees subject to pre-approval by the Employer. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 35

HEALTH AND SAFETY

- 35.01 The Employer agrees it will continue its current Occupational Health and Safety (OH&S) committee it has established in the workplace. Two (2) Employees covered by this agreement, as elected by the Local Chapter, will be permitted to sit on the OH&S committee. The OH&S committee will function according to applicable Alberta Occupational Health and Safety legislation. The OH&S committee may make recommendations to the Employer about safety in the workplace. An Employee shall be paid her basic rate of pay for attendance at these meetings.
- 35.02 At anytime Employees may notify the Employer of any safety concerns.

## ARTICLE 36

### COPIES OF THE COLLECTIVE AGREEMENT

- 36.01 The printing of the Collective Agreement shall be the joint responsibility of the parties and the cost will be shared equally.
- 36.02 The Union shall distribute copies of the Collective Agreement to existing Employees. The Employer shall distribute copies to all new Employees.
- 36.03 The final version of the Collective Agreement shall be in electronic form and both the Employer and the Union shall be provided with a copy of the final version of the Collective Agreement on disc.

## ARTICLE 37

### GRIEVANCE PROCEDURE

#### 37.01 **Grievance Definitions**

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure except in cases of suspension or dismissal which will commence at Step II, or;
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step II and processed there from in the same manner as an individual grievance. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately, if applicable, to all Employees listed on the original grievance, or
- (c) a policy grievance is a dispute between the parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within ten (10) days of the date the aggrieved party first became aware, or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step II. If the policy grievance is an Employer grievance, it shall be directed to the President of the Union and the President shall render a written reply within five (5) days of receipt. Upon receipt of response, or failure to reply, the Employer may advance the grievance to Arbitration.

### 37.02 **Authorized Representatives**

- (a) An Employee may be assisted and represented by a Union Steward or Union Representative when presenting a grievance.
- (b) The Employer agrees that Union Stewards shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no Union Steward shall leave her work without first obtaining consent from her supervisor which shall not be unreasonably withheld. The Union Steward shall not suffer any loss of pay for time spent in the performance of her duties under this Agreement involving a grievance provided that the Union Steward does not leave the Employer's premises. If the Union Steward has completed a shift and stays to deal with or continue with a grievance meeting, she shall not be paid for such time beyond her regular hours.

### 37.03 **Time Limits**

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in this Collective Agreement.

### 37.04 **Mandatory Conditions**

- (a) Should the Employee or the Union fail to comply with any time limit in the Grievance Procedure, the grievance will be considered to 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 this 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.
- (c) During any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- (d) A suspension or dismissal grievance shall commence at Step II.

### 37.05 Steps in the Grievance Procedure

(a) Step I

An Employee who has a grievance shall, within ten (10) days of the date she becomes aware, or reasonably should have become aware of the occurrence which led to the grievance, first discuss the matter with her immediate supervisor and attempt to resolve the grievance at this stage. In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.

(b) Step II

If

- (i) an individual grievance, within ten (10) days of discussing the grievance with her immediate supervisor in Step I; or
- (ii) a group grievance, within ten (10) days of the date any of the aggrieved parties became aware of the event or reasonably should have become aware of the event leading to the grievance;

the grievance shall be submitted, in writing, stating the article(s) claimed to have been violated, the nature of the grievance and redress sought, to the Director or designated representative who shall meet and reply in writing within ten (10) days of receiving the grievance. If the grievance is not resolved at this step, it may be advanced to Step III.

(c) Step III

Within ten (10) days of the reply from the Director or designated representative, the Employee shall submit the grievance in writing to the Administrator or designated representative. The Administrator or designated representative shall hold a meeting within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The Administrator or his representative shall render a written decision within ten (10) days of the date of the meeting. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.



### 37.06 Arbitration

- (a) Either party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step III of the grievance procedure, notify the other party in writing of its intention to do so and name its nominee to the Arbitration Board, or state its desire to consider the appointment of the single Arbitrator.
- (b) Within ten (10) days after receipt of notification provided for above, the party receiving such notice shall:
  - (i) inform the other party of the name of its nominee to an Arbitration Board; or
  - (ii) arrange to meet with the other party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principle and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- (c) Where nominees to a Board have been named by the parties, they shall within ten (10) days endeavour to select a mutually acceptable Chair for the Arbitration Board. If they are unable to agree upon the choice of a Chair, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the Labour Relations Code.
- (d) In the case of an Arbitration Board, the Chair shall have the authority to render a decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the parties.
- (e) The Arbitration Board or single Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or make any decisions which alter, modify, amend, add to, or subtract from any part of the Agreement.
- (f) Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chair or single Arbitrator shall be borne equally by the two parties to the dispute.
- (g) Any of the time limits herein contained in arbitration proceedings may be extended if mutually agreed to in writing by the parties.

## ARTICLE 38

### UNION MANAGEMENT ADVISORY COMMITTEE

- 38.01 (a) A Union Management Advisory Committee (UMAC) shall be established within three (3) months of this signing of the Collective Agreement. The local chapter representative of the Union shall provide the names of up to three (3) elected Employees and the Employer shall provide the names of up to three (3) appointed representatives to sit on the UMAC.
- (b) The desired functions of the UMAC are to examine and make recommendations regarding the concerns of Employees relative to patient care and other matters related to the work place.
- 38.02 In the event a situation arises that the Employees have an issue specific to this bargaining unit, the Employer shall meet with the Employee representatives to address the issue.
- 38.03 An Employee shall be paid her basic rate of pay for attendance at these committee meetings.

## ARTICLE 39

### REGULAR PART-TIME EMPLOYEES

- 39.01 All provisions of this Collective Agreement shall apply to Regular Part-time Employees, except where amended by the following.
- 39.02 Hours of Work  
Amend Article 13.01 to read:
- 13.01 Regular Hours of Work, exclusive of meal periods shall be:
- (a) up to seven and one half (7 1/2) consecutive hours per day and
- (b) less than thirty seven and one half (37 1/2) hours per week averaged over one (1) complete cycle of the shift schedule. The ratio of workdays to non-work days shall not exceed 5:2 in the shift cycle.
- 39.03 Overtime  
Amend Article 14.01 to read:

14.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one half (7 1/2) hours per day and on hours in excess of the work ratio referred to in clause 39.02.

39.04 Named Holidays

- (a) A Part-time Employee required to work on a named holiday as per Article 22.01, shall be paid at one and one half times (1 1/2X) 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 six percent (4.6%) 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 40

TEMPORARY EMPLOYEES

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

- (i) Article 11 (Performance Appraisals)
- (ii) Article 12 (Appointments, Transfers and Promotions). During the term of a temporary position, an Employee shall be eligible to apply on postings in accordance with the following:
  - (a) Such Employees shall be eligible to apply on posting of vacancies for regular positions pursuant to Article 12.01. In the event that such Employee is successful on a posting pursuant to Article 12.01, the Employer shall not be required to post any resulting vacancy, of less than three (3) months.
  - (b) 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.
- (iii) Article 24 (Employee Benefits Plan) prior to the completion of three (3) months of continuous service.
- (iv) Article 31 (Layoff and Recall)

which are superseded by the following:

- 40.02 (a) a Temporary Employee shall not have the right to grieve the termination of the term position.
- (b) the Employer shall provide at least seven (7) calendar days written notice of termination of her term position.
- (c) a Regular Employee occupying a temporary position shall retain her seniority and shall not have the right to grieve placement pursuant to Article 31 when no longer required in the temporary capacity.

#### ARTICLE 41

##### CASUAL EMPLOYEES

41.01 All provisions of the Collective Agreement shall apply to Casual Employees except where amended by the following and with the exception of Article 24: Employee Benefits.

##### 41.02 Hours of Work

Amend Article 13.01 to read:

13.01 Regular Hours of Work, exclusive of meal periods shall be:

- (a) up to seven and one half (7 1/2) consecutive hours per day and
- (b) less than thirty seven and one half (37 1/2) hours per week averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in the shift cycle.

##### 41.03 Overtime

Amend Article 14.01 to read:

14.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one half (7 1/2) hours per day and on hours in excess of the work ratio referred to in Article 41.02.

##### 41.04 Named Holidays

- (a) A Casual Employee required to work on a named holiday as per Article 22.01, shall be paid at one and one half times (1 1/2X) her basic rate of pay or at the appropriate overtime rate if applicable.

- (b) (i) Casual Employees shall be paid, in addition to their basic rate of pay, four point six percent (4.6%) of this rate per pay period in lieu of named holidays.

41.05 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 23.05.

41.06 Casual Employees shall not be covered by the Layoff and Recall Article.

41.07 Subject to the criteria in Article 12 of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.

## ARTICLE 42

### MODIFIED HOURS OF WORK

42.01 Where the Employer and the Union in consultation with the AUPE Chapter have agreed to implement a system employing a modified workday, they shall evidence such agreement by signing a document indicating those areas and the affected positions to which the agreement applies. The list of areas and positions may be amended from time to time by agreement of the parties.

42.02 The Employer agrees to provide the Union with a list of all areas and positions for which a modified workday was in effect on the date this Collective Agreement begins to operate.

42.03 Any agreement made pursuant to 42.01 above, may be terminated by either party to this Collective Agreement providing to the other party twelve (12) weeks' notice in writing of such intent.

42.04 The Employer and the Union acknowledge and confirm that, what the exception of those amendments hereinafter specifically detailed, when a modified workday is implemented, all other Articles of the Collective Agreement shall remain in full force and effect as agreed to between the parties.

42.05 Modified regular full time hours of work, exclusive of meal periods shall be seventy-seven (77) hours and thirty-five (35) minutes worked in a fourteen (14) calendar day period.

42.06 Regular hours of work in the Modified Work Schedule:

- (a) scheduling of hours has Employees working longer hours each day (paid at regular rate) balanced by having Employees working fewer days.
- (b) Employees shall work eleven (11) hours and five (5) minutes per day.

42.07 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each full period of three point five (3.5) hour and
- (b) exclude at least one (1) and a maximum of two (2) thirty (30) minute meal periods, scheduled by the Employer during each modified working shift of not less than eleven (11) hours and five (5) minutes.
- (c) No split shifts to be worked by an Employee.

42.08 Except in case of emergency or by mutual agreement between an Employee and the Employer, shift schedule shall provide for:

- (a) at least eleven (11) hours and fifty-five (55) minute off duty between shifts;
- (b) not more that four (4) consecutive scheduled days of work.

42.09 Overtime is all time authorized by the Employers and worked by an Employee in excess of the regular daily hours specified in Clause 42.05 and 42.06 above, or on scheduled days of rest.

42.10 Except by mutual agreement between the Employer and the Union, an Employee shall receive every other weekend off. A weekend shall mean a Saturday and a Sunday. Named Holidays shall not be used as days off for the purpose of this Article.

42.11 Employees working modified hours of work will have all benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been modified. This will result in no loss or gain in Employee benefits and entitlements.

**SCHEDULE "A"**

<b>HEALTH CARE AIDE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
August 1, 2008	15.57	16.39	16.93	17.43	18.00	18.40	18.94	
August 1, 2009	16.35	17.21	17.78	18.30	18.90	19.32	19.89	20.50
August 1, 2010	17.09	17.98	18.58	19.12	19.75	20.19	20.79	21.42
August 1, 2011	17.86	18.79	19.42	19.98	20.64	21.10	21.73	22.38

<b>LPN</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
August 1, 2008	20.69	21.58	22.44	23.32	24.20	25.04		
August 1, 2009	21.72	22.66	23.56	24.49	25.41	26.29	27.35	
August 1, 2010	22.70	23.68	24.62	25.59	26.55	27.47	28.58	29.72
August 1, 2011	23.72	24.75	25.73	26.74	27.74	28.71	29.87	31.06

- The above agreement to increase the Salary Steps is made with the understanding that on the date of ratification all Employees shall be placed in the appropriate Step that reflects their years of service and all Employees shall retain their current eligibility hours that would move them to the next step.
- An Employee in either classification that may have been hired at a rate that is in excess of their years of service shall remain at her current Step and continue to move through the Steps based on the required hours as per Article 15 - Salaries.

**Letter of Understanding #1**  
**Between the**  
**Alberta Union of Provincial Employees**  
**and**  
**Venta Care Centre**  
**Re: Retroactive Wages**

The Parties hereby agree to the following:

1. Retroactive wages are to be paid according to effective dates stipulated in Schedule "A" to Employees within 30 calendar days of ratification of this Collective Agreement.
2. Those Employees who have resigned from their employ at Venta Care Centre Ltd. on or after August 1, 2008, shall be entitled to receive retroactive wages provided notice is given to the Employer in writing of their request to receive retroactive wages for all hours worked. Such notice shall be given to the Employer within thirty (30) calendar days ratification of this Collective Agreement. Retroactive wages shall be paid in full within thirty (30) calendar days of providing notice to the Employer.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date



**Letter of Understanding #2**  
**Between the**  
**Alberta Union of Provincial Employees**  
**and**  
**Venta Care Centre Ltd.**

**Re: Hours of Work for Licensed Practical Nurses (LPNs)**

Preamble: For the purpose of allowing the Employer to schedule LPNs to overlap shift schedules, the Union and the Employer agree to amend certain terms and conditions of the Collective Agreement regarding hours of work.

The Parties hereby agree to the following:

1. This Letter of Understanding applies to LPN's covered by this collective agreement.

2. Amend the following Clauses to read:

13.01 Regular hours of work, exclusive of meal periods shall be :

- (a) seven and three quarter (7 3/4) hours per day and
- (b) thirty eight and three quarters (38 3/4) hours per week , averaged over one (1) complete cycle of the shift schedule.

13.02 Regular hours of work shall be deemed to:

- (a) include, as scheduled by the Employer, either
  - (i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven and three quarter (7 3/4) hours or the alternative to be applied shall be at the discretion of the Employer.
  - (ii) one rest period of thirty (30) minutes during each full working shift of seven and three quarter (7 3/4) hours if this is more compatible with the scheduling of work assignments.

- (b) include as scheduled by the Employer, one (1) rest period of fifteen (15) minutes during each working day on which the Employee works in excess of four (4) hours;
- (c) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours;

13.15 Additional Shifts

- (a) Part Time Employees who wish to be considered for additional shifts and Casual Employees who wish shifts shall provide the Employer with availability sheets by the 15th of the proceeding month.
- (b) Casual Employees shall be expected to provide availability for at minimum one (1) weekend each month.
- (c) When the Employer has at least eighteen (18) hours notice of an absence they shall fill the additional shifts utilizing the information from the availability sheets starting with the Employee with the earliest date of hire. Shifts shall be offered to Employees on a rotational basis, that is: The first available shift(s), to a maximum of two (2), is offered to the Employee with the earliest date of hire and then the next shift(s), to a maximum of two (2), to the next Employee based on date of hire and so on. Should an Employee refuse an offered shift(s) that shift(s) shall be offered to the next Employee.
- (d) When the Employer has less than eighteen (18) hours notice of an absence they may fill the absence at their discretion.
- (e) It is understood that the Employees who are scheduled seventy-seven point five (77.5) hours in a two (2) week period are not eligible for additional hours and further that this article is not intended to have additional hours offered in such manner as to create overtime, except in cases of emergency.

14.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three quarter (7 3/4) 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 The overtime rate of two times (2X) the applicable basic rate of pay shall be paid for all hours worked in excess of seven and three quarters (7 3/4) hours in a day.

15.02 Salaries

An Employee's basic rate of pay shall be advanced to the next incremental step upon the completion of two thousand fifteen (2015) paid hours.

3. For Part-time Employees amend the following Clauses:

39.02 Hours of Work

Amend Article 13.01 to read:

13.01 Regular Hours of Work, exclusive of meal periods shall be:

- (a) up to seven and three quarter (7 3/4) consecutive hours per day and
- (b) less than thirty eight and three quarter (38 3/4) hours per week averaged over one (1) complete cycle of the shift schedule. The ratio of workdays to non-work days shall not exceed 5:2 in the shift cycle.

39.03 Overtime

Amend Article 14.01 to read:

14.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three quarter (7 3/4) hours per day and on hours in excess of the work ratio referred to in clause 39.02.

4. For Casual Employees amend the following Clauses;

41.02 Hours of Work

Amend Article 13.01 to read:

13.01 Regular Hours of Work, exclusive of meal periods shall be:

- (a) up to seven and three quarter (7 3/4) consecutive hours per day and
- (b) less than thirty eight and three quarters (38 3/4) hours per week averaged over one (1) complete cycle of the shift schedule. The ratio of work days to non-work days shall not exceed 5:2 in the shift cycle.

41.03 Overtime

Amend Article 14.01 to read:

14.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and three quarter (7 3/4) hours per day and on hours in excess of the work ratio referred to in Article 41.02.

5. Either Party may terminate this Letter of Understanding by providing sixty (60) working days notice to the other party. Upon termination of this Letter of Understanding the terms and conditions of the Collective Agreement shall apply.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

**Letter of Understanding #3**  
**Between the**  
**Alberta Union of Provincial Employees**  
**and**  
**Venta Care Centre**

**Re: RRSP Plan – Payroll Deduction Program**

PREAMBLE: In order for the Employer to implement the provisions for RRSP plan pursuant to the Article 30 RRSP Plan of this Collective Agreement, the Employer shall establish an optional payroll deduction program.

The Parties hereby agree to the following:

1. Employees shall open an RRSP account with a bank of their choice and provide a printout from the bank to the Business Office with the following information:
  - a. Bank's official stamp or letterhead
  - b. RRSP Account number (Not a chequing or savings account number).
  - c. Branch and/or Transit number
  - d. This information shall be printed on the Bank's letterhead and contain no hand written information.

The Employer shall make payments in the form of cheques, provided to the Employee and addressed to the bank, comprised of RRSP contributions made on the behalf of the Employer and the Employee. These RRSP contributions shall be under the full direction and control of the Employee.

Employees shall:

- i. Sign a RRSP Approval Form in the Business Office to allow for payroll deductions.
- ii. Produce to the Business Office confirmation that the RRSP account is still active.
- iii. Pick up their RRSP cheque from the Business Office on the Friday following pay day.

2. This payroll deduction program shall allow the Employer to withhold up to 2% deduction from an Employee's basic rate of pay for all hours worked which shall be the Employee's contribution.
3. An Employee who chooses to participate in the payroll deduction shall inform the Employer and shall indicate the percentage amount of her basic rate of pay to be deducted (up to 2%).
4. An Employee may choose to make additional contributions (more than 2%) which will not be matched by the Employer.
5. In addition to the Employee's contribution, the Employer shall make a matching contribution (up to 2%) based on the Employee's basic rate of pay for all hours worked.
6. "Hours worked" shall include:
  - (a) regular hours worked;
  - (b) Named Holidays;
  - (c) Overtime hours worked.
7. "Hours Worked" shall not include hours that an Employee is:
  - (a) on an unpaid leave of absence pursuant to Article 27 Leave of Absence;
  - (b) absent due to illness; or
  - (c) on WCB and is receiving WCB payments directly from WCB.
8. The Employer shall not be required to make contributions based on overtime rates for hours worked.

\_\_\_\_\_  
On behalf of the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of the Union

\_\_\_\_\_  
Date

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

Dated at Edmonton, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

For The Employer

For the Union

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