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No. OF EMPLOYEES	130		
NOMBRE D'EMPLOYÉS	130		

COLLECTIVE AGREEMENT

BETWEEN

THE YOUVILLE HOME (GREY NUNS) OF ST. ALBERT

AND

THE UNITED STEELWORKERS OF AMERICA LOCAL 5885

Effective: June 26, 1997 to March 31, 2000

MARCH 31 2000

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COLLECTIVE AGREEMENT effective the 26th day of June, A.D., 1997..

BETWEEN

THE YOUVILLE HOME (GREY NUNS) OF ST. ALBERT

(hereinafter referred to as the "Employer")

AND

THE UNITED STEELWORKERS OF AMERICA LOCAL 5885

(hereinafter referred to as the "Union")

PREAMBLE

WHEREAS the parties acknowledge that the primary purpose of the Employer and the Employees is to provide quality resident care and believe that this purpose can be achieved most readily if harmonious relationships exist between the Employer and the Employees;

AND WHEREAS the parties are desirous of concluding a Collective Agreement for the purpose of establishing rates of pay and other terms and conditions of employment for nursing attendants;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSES:

ARTICLE 1: TERM OF THE COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement unless altered by mutual agreement in writing of both parties hereto, this Agreement shall be in force and effect from and after the date upon which the United Steel Workers of America Local 5885 and the Youville Home exchange notice of ratification by their principals of the terms of this Agreement, up to and including **March 31, 2000** and from year to year thereafter, unless notice, in writing, is given by either party to the other party not less than two (2) calendar months nor more than four **(4)** calendar months prior to the expiration date of its desire to amend this Agreement.
- 1.02 Where notice **is served** by either party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.

ARTICLE 2: DEFINITIONS

- 2.01 "Code" means The Labour Relations Code, as amended from time to time.
- 2.02 "Arbitration" shall take the meaning from the section of the Code dealing with the resolution of a difference.
- 2.03 "Union" means United Steel Workers of America Local 5885. 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 step in the salary schedule applicable to the employee, as specified in this Collective Agreement, exclusive of all premium payments or other allowances.
- 2.05 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire each employee shall be assigned by the Employer to one of the following categories: full-time, part-time, casual or temporary, and such assignment shall not be altered except in accordance with the provisions of this Collective Agreement.
- (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 normal full number of hours specified in the "Hours of Work" Article of this Collective Agreement.
- (b) "Casual Employee" is:
- (i) one who **may be** regularly scheduled for a period of 3 months or less for a specific job; or
 - (ii) one who relieves for absences in a full-time or part-time position, the duration of which is 3 months or less; or
 - (iii) one who 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 3 months but less than 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 3 months; or
 - (iii) to replace a full-time or part-time employee who is on leave due to illness or injury where the employee has indicated that the duration of such leave will be in excess of 3 months.
- 2.06 "Employer" shall mean and include such officers as may from time to time be appointed or designated to carry out administrative duties in respect of the operation and management of the Institution.

- 2.07 "Feminine Gender" shall mean and include the masculine and similarly, the singular shall include the plural and vice-versa, as applicable.
- 2.08 "Institution" means the health facility named as the "Employer" in this Collective Agreement.
- 2.09 "Pyramiding" means the compounding of premium payments.
- 2.10 "Shift" shall mean a 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 schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding **six (6) 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 on which the majority of hours of the shift falls.

ARTICLE 3: RECOGNITION

- 3.01 The Employer recognizes the Union as the sole bargaining agent for the employees covered by the Collective Agreement as described in the Certificate of the Labour Relations Board and amendments thereto.
- 3.02 No employee shall be required to make any written or verbal agreement which is in conflict with the terms of this Collective Agreement unless the Union agrees otherwise.

ARTICLE 4: UNION MEMBERSHIP AND DUES DEDUCTION

- 4.01 Employees shall be permitted to wear a pin representative of their Union during all hours of employment.
- 4.02 Membership in the Union is voluntary.
- 4.03 An amount equal to the membership dues shall be deducted at the rate prescribed by the Union from the employee's basic rate of pay as a condition of employment.
- 4.04 The deductions shall be made by the Employer and shall be submitted to the Union not later than the 15th day of the month following and shall be accompanied by a list of names of those employees from whom the deductions were made showing the amount deducted from each employee.
- 4.05 The deductions above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.

- 4.06 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of 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 the expiry of the notice period.
- 4.07 The Employer shall indicate the dues deducted and enter the amount on the T-4 slips supplied to the employee.

ARTICLE 5: HUMANITY FUND

- 5.01 Unless otherwise provided in 5.02, the Employer shall deduct from each employee within the scope of the bargaining unit, one cent (\$.01) per hour for the purpose of International Aid and Development. A cheque for such amount shall be forwarded to the "Humanity Fund" at the United STEELWORKERS of America National Office, accompanied by a list indicating the amount, total and names of employees from whom deductions have been made. A copy of the list shall be provided to the Union Chairperson.
- 5.02 An employee may have such deductions from their basic rate of pay discontinued, by notifying the Employer and the Union of such desire in writing.
- 5.03 The provisions of this article shall become in force and effect as soon after date of ratification that is reasonably possible, and administered in a fashion consistent with the payroll system in force and effect.

ARTICLE 6: BULLETIN BOARD SPACE

- 6.01 The Employer shall provide a bulletin board for the exclusive use of the Union 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. It is not the intention of the Union to post anything objectionable to the Employer.

ARTICLE 7: MANAGEMENT RIGHTS

- 7.01 The Union acknowledges that it shall be the exclusive right of the Employer to operate and manage the business of the Institution in all respects except as otherwise provided for in this Collective Agreement.
- 7.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (i) maintain order, discipline, efficiency and to make, alter and enforce, from time to time, rules and regulations to be observed by an employee, which

are not in conflict with any provision of this Collective Agreement;

- (ii) direct the working force and to create new classifications and work units and to determine the number of employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
- (iii) hire, promote, transfer, lay-off and recall employees;
- (iv) demote, discipline, suspend or discharge for just cause.

ARTICLE 8: NO DISCRIMINATION

8.01 There shall be no discrimination practised in respect of any employee by either party as prohibited by the provisions of the Individual's Rights Protection Act, nor by reason of her membership or non-membership or activity in the Union nor in respect of an employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta. An employee may only grieve on the basis of this clause if they have not availed themselves of the procedures available under the Individual's Rights Protection Act. Should an employee elect to pursue the remedy under that Act, such grievance shall be deemed to be abandoned.

ARTICLE 9: PROBATIONARY PERIOD

- 9.01
- (a) A newly hired regular or temporary employee shall serve a probationary period of five hundred and three decimal seventy five (503.75) hours worked.
 - (b) The probationary period may be extended for a maximum period of **two hundred and fifty-six (256)** hours worked, subject to mutual agreement by the Employer, Union and employee.
 - (c) If a new regular or temporary employee is unsuitable in the opinion of the Employer, such employee may be terminated at any time during the probationary period without:
 - (i) notice; or
 - (ii) pay (except as may be required by the provisions of the Alberta Employment Standards Code), and shall not have recourse to the grievance procedure with respect to such termination.
- 9.02 The Employer shall provide a paid orientation period for all new employees.
- 9.03 The Employer shall provide a performance appraisal, in writing, of each probationary employee at least once during her probationary period.

- 9.04 A representative of the Union shall be notified of employee orientations and have the right to make a presentation of up to thirty (30) minutes at the orientation of new employees. Attendance at the presentation shall not be compulsory.

ARTICLE 10: SENIORITY

- 10.01 (a) An employee's "Seniority Date" shall be the date on which a regular or temporary employee last commenced employment with the Employer in the bargaining unit, which is uninterrupted by any occurrence outlined in Article 10.03 below. Therefore, in accordance with the provisions of Article 31.01, a casual employee shall not be entitled to seniority, however, the seniority of a regular or temporary employee will include prior uninterrupted service as a casual employee.
- (b) Seniority shall not apply during the probationary period, however, once the probationary period has been completed seniority shall be credited from the date established pursuant to Article 10.01(a).
- 10.02 Seniority shall have application to:
- (a) preference of vacation time in accordance with Article 21;
- (b) transfers and in filling vacancies within the bargaining unit in accordance with the provisions specified in Article 11; and
- (c) layoffs, displacement of less senior employees, and recalls, in accordance with the provisions specified in Article 32;
- (d) Temporary shift pattern re-assignment in accordance with Article 14.03.
- 10.03 Seniority shall be considered broken, and all rights forfeited, and there shall be no obligation to re-hire:
- (a) when the employment relationship is terminated by either the Employer or the employee;
- (b) upon the expiry of twenty-four (24) months following lay-off during which time the employee has not been recalled to work;
- (c) if an employee does not return to work upon recall, as provided in Article 32.04;
- (d) if an employee does not return from a leave of absence as scheduled except for reasons acceptable to the Employer.
- 10.04 Within three (3) months of the signing date of this Collective Agreement, and every six (6) months thereafter, the Employer shall provide to the chairperson of the Union, a seniority list containing the name and seniority date of each regular and temporary employee in chronological order. The current seniority list shall also be posted on the bulletin board.

The Union shall have one (1) month in which to take issue with any changed seniority dates, or the seniority date for any employee added to the seniority list, otherwise the date for each employee identified on the seniority list shall stand.

- 10.05 Should a difference arise regarding an employee's seniority, the Employer will provide the employee with the information necessary to establish accurate seniority.

ARTICLE 11: APPOINTMENTS AND TRANSFERS

- 11.01 (a) The Employer shall post, within the Institution, notices of vacancies for full-time, part-time and temporary positions covered by this Collective Agreement not less than eight (8) calendar days in advance of making an appointment.
- (b) The posting shall indicate the qualifications of the position and for informational purposes only, the number of hours per shift and the number of shifts per cycle.
- (c) Copies of such notices of vacancies shall be forwarded to the Union Chairperson.
- 11.02 Applications for vacancies or transfer, shall be made in writing to such officer of the Institution as the Employer may designate.
- 11.03 When circumstances require that the Employer fill a vacancy before the completion of the posting and selection process, any appointment shall be made on a temporary or casual basis only.
- 11.04 When making transfers and filling vacant positions covered by this Collective Agreement the Employer shall apply a consistent selection process. The determining factors shall be the most requisite job-related skills, training, knowledge, experience and other qualities, and characteristics which bear a reasonable relationship to the responsibilities and requirements of the position, and where these factors are relatively equal, seniority shall be the deciding factor.
- 11.05 (a) The name of the successful candidate for transfer shall be posted for seven (7) calendar days within the Institution. All other applicants for the vacancy shall be informed in writing of the successful applicant within five (5) calendar days of the appointment.
- (b) If an unsuccessful employee believes that she should have been selected to a position pursuant to the provisions of this Article, such employee is encouraged to meet and discuss the reasons for such decisions with her immediate supervisor. The employee should be accompanied by a shop steward unless the employee chooses otherwise.
- 11.06 (a) A vacancy resulting from either:
- (i) the creation of a specific job of more than three (3) months but less than six (6) months; or

- (ii) a leave of absence granted for a period known to be longer than three (3) months, shall be posted pursuant to 11.01.
- (b) (i) Where a vacancy for a temporary position has been filled by the appointment of a regular full-time or part-time employee, and where, at the completion of the expected term of the temporary position, the Employer decides that the employee is no longer required in that position, she shall be reinstated or placed in accordance with Article 11.06. A regular employee achieving a temporary position shall maintain her status as a regular employee.
- (ii) Where a vacancy for a temporary position has been filled by the appointment of a casual employee, the casual employee shall change her status to temporary employee and, where, at the completion of the temporary position, she shall be reinstated to casual status.
- (iii) At the termination of a temporary position, the Employer shall endeavour to reinstate a regular employee in her former position, and if such reinstatement is not possible, place the employee in another suitable regular position within the bargaining unit, and at a rate of pay equivalent to her former position. The reinstatement or placement of an employee in accordance with this provision shall not be construed as a violation of the job posting or scheduling provisions.
- (c) During the term of a temporary position, the incumbent employee shall be eligible to apply on postings in accordance with the following:
 - (i) such employee shall be eligible to apply on postings of vacancies pursuant to Article 11.01 (a).
 - (ii) **such employee shall not be eligible to apply on postings of vacancies pursuant to Article 11.06 (a), unless the position posted commences after the expiry of the term for which she was hired.**

ARTICLE 12: ANNUAL PERFORMANCE APPRAISALS

- 12.01 The parties recognize the desirability of an ongoing appraisal system designed to provide effective communications between the Employer and the employee regarding an employee's performance.
- 12.02 (a) A written summary of annual performance of employees shall be completed approximately once every twelve **(12)** months.
- (b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer in consultation with the employee. At the interview the employee shall be given a copy of her performance appraisal. The employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the contents of the performance appraisal and shall have the right to respond, in writing,

within seven (7) days of the interview and that her reply shall be attached to her evaluation and placed in her personnel file.

- (c) An employee attending her performance appraisal interview shall not suffer any loss of regular pay.
- 12.03 (a) **By** appointment made at least one (1) working day in advance an employee may view her personnel file once each 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 may request a copy of the contents of her personnel file once in a calendar year or when the employee has filed a grievance, provided that she first pays to the Institution a fee to cover the cost of copying.
- 12.04 An employee's performance appraisal shall not be released by the Employer to any person except to a Board of Arbitration, or as required by law, without the written consent of the employee.

ARTICLE 13: HOURS OF WORK

- 13.01 (a) This Article shall not be construed as a guarantee of **pay** or of hours of work.
- (b) Regular hours of work for full-time employees, exclusive of meal periods shall be:
- (i) seven and three quarter (7 3/4) consecutive hours per day;
 - (ii) thirty eight and three-quarter (38 3/4) hours per week averaged over one complete cycle of the shift schedule.
- 13.02 Regular hours of work shall be deemed to:
- (a) **include, as scheduled by the Employer, two (2) rest periods of fifteen (15) minutes during each full working shift of seven and three-quarter (7 3/4) hours; or**
 - (b) **one rest period of thirty (30) minutes during each full working shift of seven and threequarter (7 3/4) hours; if this is more compatible with scheduling of work assignments, the alternate to be applied shall be at the discretion of the Employer; or**
 - (c) include, as scheduled by the Employer, **one (1)** rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
 - (d) 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;
 - (e) if an employee is unable to take her meal period or rest period or is recalled to duty during her meal period or rest period she shall be given a full meal period or rest

period later in her shift, or, where that is not possible, be paid for a meal period or rest period as follows:

- (i) for the rest period, one and one-half times (1 1/2X) her basic rate of pay rather than at straight time; or
- (ii) for a meal period, at one and one-half times (1 1/2X) her basic rate of pay.

13.03 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 overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

ARTICLE 14: SHIFTS AND SCHEDULES

14.01 Shift Operation

- (a) It is recognized that the Institution operates twenty-four (24) hours per day, seven (7) days per week and three hundred and sixty-five (365) days per year. It follows, therefore, that staffing will be required on all three (3) shifts (days, evenings and nights). To ensure an appropriate efficient staffing pattern as determined by the Employer it may be required that employees work on any or all of the three (3) shifts.
- (b) The first shift of the working day shall be the one wherein the majority of hours worked falls between twenty-four hundred (2400) and zero eight hundred (0800) hours.

14.02 Scheduling of Shifts

- (a) Notwithstanding the provisions of Article 14.01(a), it is recognized and understood that the preferred shift pattern framework is permanent day, permanent evening and permanent night shifts. The employer shall endeavour to generally maintain this pattern of shift scheduling unless it is not viable to do so.
- (b) The provisions of Article 14.02(a) shall not be deemed to prevent the Employer from accommodating employee requests for other shift patterns when the existence of a vacancy permits the employer to do so, subject to the provisions of Article 11, or when other affected employees also request to do so.
- (c) Except in cases of emergency or by mutual agreement between a regular employee and the Employer, shift schedules shall:
 - (i) provide for at least fifteen and one-half (15 1/2) hours off-duty between shifts;

- (ii) provide for at least two consecutive days of rest except that, twice in a two (2) week cycle, there may be a single day of rest which may be followed by not more than six (6) consecutive working days;
- (iii) provide for days of rest on at least two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
- (iv) not provide for more than six (6) consecutive scheduled days of work;
- (v) not provide for different shifts between scheduled days off.

If an employee is required by the Employer to change shifts without receiving fifteen and one-half (15 1/2) hours off duty, she shall be entitled to premium pay at time and one-half (1 1/2X) her basic rate of pay for that shift. This Section does not apply to cases where Article 14.04(c) has been applied in altering a shift schedule.

- (d) Optional scheduling provisions may be mutually agreed in writing between the Employer and the Union.

14.03 Temporary Shift Pattern Reassignment

- (a) The Employer may temporarily change an employee's shift pattern on giving at least fourteen (14) calendar days notice, in the circumstances outlined below:
 - (i) to ensure that employees have access to inservice programs; or
 - (ii) in the event of absences for any reason, where any one such absence exceeds fourteen (14) calendar days; or
 - (iii) to develop or maintain proficiency or knowledge as may be required; or
 - (iv) where it is considered necessary to place an employee on the day shift to monitor or supervise performance and/or behaviour; or
 - (v) where it is considered desirable to change an employees shift due to the health of the employee.

In the event of an unforeseen emergency, however, the fourteen (14) days notice shall not apply.

- (b) It is recognized that the Employer may require another employee in the same classification to change or exchange shifts for a period not to exceed fourteen (14) calendar days due to a full-time employee having a temporary shift change pursuant to Article 14.03(a). Unless otherwise provided in 14.03(c), in such circumstances the affected employee(s) will be selected based upon the following criteria:
 - (i) unless another full-time employee volunteers to make the exchange, the

least senior full-time employee on the applicable shift, shall be required to make the change, and

- (ii) where no other full-time employee exists on the applicable shifts, the Employer shall select the part-time employees to be affected by attempting to minimize the amount of operational disruption and to least negatively affect more senior part-time employees, and
 - (iii) unless otherwise agreed between the Employer and the employee, following the completion of the reassignment period or following fourteen (14) calendar days, whichever is the lesser, the employee(s) shall be returned to their shift(s).
 - (iv) should the need as outlined in 14.01(a) continue to exist beyond fourteen (14) calendar days, the process outlined in (i) and (ii) above may be repeated, and repeated until the need has ceased to exist.
- (c) In the event that an employee has had her shift changed pursuant to Article 14.03(b) above within the preceding six (6) months, such employee shall be the last employee subject to a shift change pursuant to Article 14.03(b), unless the employee requests otherwise.
 - (d) A full-time employee shall not have her full-time status or hours changed solely due to the operation of this provision.

14.04 **Schedule Posting and Schedule Changes**

- (a) Shift schedules shall be posted **twelve (12) weeks** in advance subject to such changes as arise from application of 14.02(b) or 14.03.
- (b) If the Employer changes an employee's scheduled days off, the employee shall be paid at the rate of one and one-half times her basic rate of pay (1 1/2X) for all hours worked on what would otherwise have been her off-duty days, unless fourteen (14) days notice of such change has been given.
- (c) If the Employer changes an employee's scheduled shift, but not her scheduled days off, she shall be paid at one and one-half times (1 1/2X) her basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) days notice of such change has been given.

14.05 **Shift Exchanges**

- (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 employees' immediate supervisor(s);

- (iii) where such a request is made in writing, the Employer's reply shall also be in writing.
- (b) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.

14.06 Reporting Pay

In the event that an employee reports for work as scheduled and is requested by the Employer to return home and then return to work for a later shift, the employee shall be compensated for the inconvenience by a payment equivalent to three (3) hours pay at the employee's basic rate of pay.

14.07 A copy of all employee shift schedules shall be available to the Union Chairperson.

ARTICLE 15: OVERTIME

15.01 Overtime is all hours worked by an employee, authorized by the Employer, in excess of seven and three quarter (7 3/4) hours per day, or on scheduled days of rest.

15.02 (a) The overtime rate of one and one-half (1 1/2X) times the basic rate of pay shall be **paid** for work performed:

- (i) During the first four (4) hours worked in excess of seven and three-quarter (7 3/4) hours in a day.
- (ii) On scheduled days of rest up to seven and three-quarter (7 3/4) hours,

(b) The overtime rate of two times (2X) the basic rate of pay shall be paid for work performed:

- (i) After the first four (4) hours worked in excess of seven and three-quarters (7 3/4) hours in a day.
- (ii) In excess of seven and three-quarter (7 3/4) hours worked on a scheduled day of rest or a Named Holiday.

ARTICLE 16: SALARIES

16.01 Application of Salaries Schedule

- (a) The basic rates of pay as set out in the Salaries Schedule shall be applicable to all employees covered under this Collective Agreement.
- (b) Unless otherwise changed by the operation of this Collective Agreement:
 - (i) Full-time employees shall be entitled to advance to the next higher step in the salary schedule on the successful completion of one (1) year of continuous full-time employment.

- (ii) A part-time employee shall be entitled to advance to the next higher step in the salary schedule upon completion of two thousand twenty-two point seven five (2022.75) hours worked. A part-time employee shall be entitled to request and receive a summary of hours accrued towards her next increment once each fiscal year.
- (iii) A regular part-time employee, or temporary employee, or a casual employee who has had a change in status to a regular full-time employee shall have her anniversary date established for the purposes of (a) above based upon hours worked at the basic rate of pay with the Employer at the step in the salary schedule such employee was entitled to receive immediately prior to her change in status.

16.02 Change in Job Content

In the event that the Employer significantly changes the primary functions of a Nursing Attendant, and the Union believes that a new classification within the scope of the bargaining unit has been created, the following shall occur:

- (a) Within thirty (30) days of the date of the change, the Union shall notify the Employer, in writing, of its belief that a new classification within the bargaining unit has been created.
- (b) The Employer and Union shall endeavour to resolve the matter. If the Employer and Union cannot reach agreement, the Union shall have thirty (30) calendar days from the date the Union provided notice to the Employer pursuant to Article 16.02(a), to advance the question of whether a significant change in primary functions has occurred and a new classification in the bargaining unit has been created. If an Arbitrator determines that a new classification exists, the Arbitrator will refer the matter of basic rate of pay to the parties pursuant to Article 16.03(b).
- (c) If the parties agree that a new classification has been created, the provisions of Article 16.03 shall apply.
- (d) The time limits may be extended by mutual agreement in writing.

16.03 Creation of a New Classification

- (a) Should the Employer find it necessary to create a new classification during the term of this Collective Agreement, the new classification will be included within the scope of this Collective Agreement provided that:
 - (i) the parties to this Collective Agreement mutually agree that the classification is within the scope of this Collective Agreement, or failing that;
 - (ii) The Labour Relations Board rules that the new classification is within the scope of this Collective Agreement.
- (b) If a new classification is created under Section 16.03(a) 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 rate with the Union. Failing

agreement, the parties will submit the question directly to Arbitration for settlement. The resulting pay rate shall be implemented retroactively to the date the new classification was established.

16.04 Attendance at Meetings and Special Events

Regular employees required by the Employer to attend in-service education, staff meetings, disaster plan exercises, and committee meetings shall be recognized as being on duty under the terms of this Collective Agreement and an employee attending such shall be paid at the applicable rate of pay.

ARTICLE 17: NO PYRAMIDING

17.01 There shall be no pyramiding of benefits, premiums, or other allowances, except as otherwise provided in this Collective Agreement.

ARTICLE 18: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

18.01 A shift differential of seventy five cents (\$0.75) per hour shall be paid to an employee working on a shift where the majority of hours of such shift fall within the period of 1500 hours and 0700 hours. Shift differential payment shall not be considered as part of the employee's basic rate of pay.

18.02 A weekend premium of twenty five (\$0.25) cents per hour shall be paid in addition to shift differential, if applicable, to an employee working a shift wherein the majority of hours of such shift fall during a sixty four (**64**) hour period commencing at 1500 hours on a Friday or the start of the evening shift if later than 1500 hours. Such premium pay shall not be considered as part of the employee's basic rate of pay.

ARTICLE 19: TRANSPORTATION

19.01 Regular employees who normally travel from the Institution to their place of residence by means of public transportation following the completion of their shift, but who 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 of reasonable, necessary and substantiated transportation expense from the Institution to their place of residence.

19.02 An employee who is required to accompany a resident to another facility for medical reasons, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses.

ARTICLE 20: NAMED HOLIDAYS

20.01 Regular full-time employees shall be entitled to a day off with pay on or for the following

named holidays:

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

and all general holidays proclaimed to be a statutory holiday by any of the following:

- (a) the Municipality in which the Institution is located, but only where such civic holiday is in lieu of the August Civic Holiday; or
- (b) the Province of Alberta; or
- (c) the Government of Canada.

20.02 To qualify for a named holiday with pay the employee must:

- (a) work her scheduled shift immediately prior to and immediately following the holiday, except where the employee is absent due to illness or other reasons acceptable to the Employer; and
- (b) work on the holiday when scheduled or required to **do** so.
- (c) Notwithstanding the foregoing, while:
 - (i) on layoff; or
 - (ii) in receipt of compensation from the Workers' Compensation Board; or
 - (iii) on unpaid absence during which she ~~is~~ in receipt of weekly indemnity **as** provided for **by** the Short Term Disability Income Insurance Plan or the Long Term Disability Income Insurance Plan; or
 - (iv) on other leaves of absence for any reason in excess of thirty (30) calendar days.

An employee shall not be entitled to;

- (i) a day off with pay, or
- (ii) payment in lieu thereof, for the aforementioned Named Holidays.

20.03 Subject to Article 2.12 an employee required by the Employer to work on a named holiday shall be paid for all hours worked on such named holiday at time and one-half (1 1/2X) her basic rate ~~of~~ pay plus:

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

20.04 When a named holiday falls on a day that would otherwise be a regular employee's regularly scheduled day off, the employee shall receive an alternate day off **as** outlined in Section 20.03 above.

20.05 When a named holiday falls within an employee's vacation, the employee will be entitled to an additional day in lieu thereof. The additional day shall be added to the employee's vacation period, and the employee shall be paid at the basic rate of pay.

20.06 **Upon receiving a request from an employee, where possible, the employee shall be given either Christmas Eve and Christmas Day or New Year's Eve and New Year's Day off.**

ARTICLE 21: ANNUAL VACATION

21.01 Definition:

For the purpose of this Article:

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve month period commencing on the first day of April in each calendar year and concluding on the **last** day of March of the following calendar year.
- (c) "Date of Employment" means:
 - (i) in the case of an employee whose employment commenced between the first (1) and the fifteenth (15) days inclusive of any month, the first day of that calendar month; or
 - (ii) in the case of an employee whose employment commenced between the sixteenth (16) and the last days inclusive of any month, the first day of the following month.

21.02 Vacation Entitlement

- (a) During each year of employment with the Employer as a full-time employee, a full-time employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year. The rate at which vacation **is** earned shall be based upon her total length **of** continuous employment as outlined below:

- (i) during the first (1st) year of continuous employment an employee earns a vacation of ten (10) working days;
 - (ii) during the second (2nd) to fifth (5th) years of continuous employment an employee earns a vacation of fifteen (15) working days;
 - (iii) during the sixth (6th) to fourteenth (14th) years of continuous employment an employee earns a vacation of twenty (20) working days;
 - (iv) during the fifteenth (15th) to twenty-second (22nd) years of continuous employment an employee earns a vacation of twenty-five (25) working days;
 - (v) during the twenty-third (23rd) and subsequent years of continuous employment, an employee earns a vacation of thirty (30) working days,
- (b) A full-time employee with less than One year of continuous employment as a regular or temporary employee prior to the first (1st) of April in any one (1) year shall be entitled to a vacation calculated on the number of months from the date of employment, in proportion to which the number of months of the employee's service bears to twelve (12) months.
- (c) A full-time employee with less than one (1) year of full-time service prior to the first of April in any one (1) year, since changing status from a part-time employee, shall be entitled to any unused vacation with pay calculated pursuant to Article 29.06(4) in addition to any vacation accrued pursuant to 21.02(b).

21.03 Cessation of Vacation Accrual

- (a) Notwithstanding Article 21.02 above, accrual of vacation entitlement will cease during a period of employee absence in excess of thirty (30) calendar days, for any or a combination of the following reasons:
- (i) illness or injury, unless in receipt of sick leave with pay pursuant to Article 24;
 - (ii) layoff;
 - (iii) leaves of absence without pay, except for a leave of absence for Union business.
- (b) Vacation benefits will accrue during the remainder of the vacation year, proportionate to the period worked.

21.04 Time of Vacation

- (a) Except as provided in Article 21.04(e), vacation earned in one vacation year shall be taken during the next vacation year. Subject to the provisions of Article 21.04(b), the Employer shall endeavour to grant an employee's vacation at a mutually agreeable time. In the event that mutual agreement cannot be reached, the

Employer shall be responsible for scheduling such vacation.

- (b) The Employer shall post the vacation schedule planner by January 1st of each year. Where an employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year. Where the number of employees indicating a preference for a specific period exceeds the number of employees as determined by the Employer that can be allocated vacation during that period, seniority shall be the deciding factor.
- (c) A vacation period may be divided by mutual agreement between the employee and the Employer.
- (d) Once a vacation period is scheduled and approved, it shall not be changed while the employee remains in the same position and unit unless mutually agreed by the Employer and the employee. For the purposes of this clause, a vacation period is a period of time away from the workplace in calendar days. This clause is intended solely to ensure that rescheduling of vacation does not cause inconvenience to the Employer or the employee. Therefore, this clause shall not restrict the application of any other provisions of the Collective Agreement. (example: making changes to the shift schedule), nor shall it serve to increase the employee's entitlement to vacation with pay.
- (e) An employee may be permitted to carry forward a portion of unused vacation to the next vacation year. Such requests shall be made in writing and shall be subject to the Employer's approval.

ARTICLE 22: EMPLOYEE BENEFITS

22.01 The Employer shall continue the following group plans:

- (a) Alberta Blue Cross Supplementary Benefits Plan, or equivalent including one hundred percent (100%), non-direct payment provision;
- (b) Alberta Health Care Insurance Plan;
- (c) Group Life Insurance, including basic Accidental Death and Dismemberment;
- (d) At the Employer's option, a "UIC SUB Plan" to supplement an eligible employee's Unemployment Insurance to meet the Employer's obligation to provide benefit payments during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical substantiation.

22.02 Where the benefits specified above are provided through insurance obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with the underwriters of the plans.

22.03 The premium costs of the above plans shall be shared seventy percent (70%) by the

Employer and thirty percent (30%) by the Employee.

- 22.04 The Employer shall distribute brochures and other relevant information concerning the above plans to employees at the time of hire and when changes to the plans occur.
- 22.05 The Employer shall provide one copy of each of the plans to the Provincial Office of the Union.
- 22.06 Such coverage shall be provided to regular and temporary employees except for:
- (a) a regular part-time or temporary employee whose hours of work are less than fifteen (15) hours per week averaged over one complete cycle of the shift schedule; and
 - (b) a temporary employee who is hired for a position of less than six (6) months: who is eligible to participate only in 22.01 (a) and (b) above.

ARTICLE 23: PENSION PLAN

- 23.01 The Employer shall continue the Pension Plan in existence as at the date of ratification to provide benefits for participating employees; provided they are scheduled to work at least fifteen (15) hours per week as averaged over one (1) complete cycle of the shift schedule, in accordance with the terms and conditions of the Plan.
- 23.02 Contributions to the Plan shall be shared equally between the Employer and eligible employees.
- 23.03 The Employer shall distribute brochures and other relevant material outlining the Plan to eligible employees at the time of hire and when there are changes to the Plan.

ARTICLE 24: SICK LEAVE

24.01 Application of Sick Leave

- (a) Sick leave is provided by the Employer for absences due to illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- (b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.

24.02 Accrual of Sick Leave Credits

- (a) After regular or temporary employees have completed five hundred and three point seven five (503.75) hours worked she shall be allowed a credit for sick leave computed from the date she last commenced employment as a regular or temporary full-time employee 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.

- (b) When an employee has accrued the maximum sick leave credits 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.

24.03 Cessation of Sick Leave Credit **Accrual**

- (a) Sick leave credits shall not accrue during a period of employee absence in excess of thirty (30) calendar days for any or a combination of the following reasons:
 - (i) illness or injury;
 - (ii) layoff;
 - (iii) leaves of absence without pay, except for a leave of absence for Union business.

24.04 Illness **Reporting**

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

24.05 **Sick Leave Pay Entitlement**

- (a) An employee shall not be entitled to apply sick leave credits prior to the completion of five hundred and three point seven five (503.75) hours worked since she last commenced employment as a regular or temporary employee.
- (b) An employee granted sick leave shall be paid for the period of such leave at her basic rate of pay and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time the sick leave commenced.
- (c) Employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine. Payment of sick leave benefits shall not be effected until required substantiation has been supplied.
- (d) No sick leave shall be granted for any illness or injury which is incurred once an employee commences her vacation; in this event, the employee will be receiving vacation pay. Notwithstanding the foregoing, should an employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" contiguous to or during the course of her vacation, she shall be considered to be on sick leave for the period of the stay in the hospital, subject to the provisions of Section 24.05(b). Vacation time not taken as a result of such stay in the hospital shall be taken at a mutually agreeable later date.

24.06 **Medical and Dental Appointments**

If an employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave credits. Employees may be required to submit satisfactory proof of such appointment.

24.07 **Request For Sick Credit Balance**

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

24.08 **Status When Sick Bank Exhausted**

- (a) If an employee has exhausted her sick leave credits during the course of an illness, and the illness continues, she shall be deemed to be on leave of absence without pay or benefits except as provided in Article 27.01(c), for the duration of the illness or as provided below. The employee shall keep the Employer advised as to when she may be expected back to work and shall provide the Employer with two (2) weeks written notice of her readiness to return to work. The Employer shall then reinstate the employee in the same position held by her immediately prior to the disability with the remaining benefits that accrued to her prior to the disability. At the expiration of twenty-four **(24)** months from the last day of paid sick leave, an employee who is not capable of returning to work pursuant to this Section shall be considered to have terminated her employment relationship with the Employer.
- (b) The reinstatement of an employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 11 and 14.

ARTICLE 25: WORKERS' COMPENSATION

25.01 Each accident or injury incurred on duty must be reported to the Employer.

25.02 Employees shall be covered by the Workers' Compensation Act and Regulations thereunder. An employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer and who qualifies for benefits pursuant to The Worker's Compensation Act, will receive compensation benefits directly from the Workers' Compensation Board. If the employee incurs delays in receiving payment(s) from the Workers' Compensation Board, the Employer will advance or lend money in the amount(s) due from the Workers' Compensation Board provided the necessary repayment or cheque transfer forms are signed.

25.03 An employee who has been on Workers' Compensation and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her former position shall provide the Employer with two (2) weeks written

notice of her readiness to return to work. 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.

- 25.04 At the expiration of twenty-four (24) months from the first day of absence as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, an employee who is not capable of returning to work shall be considered to have terminated her employment relationship with the Employer.
- 25.05 For the purpose of determining salary increments, a full-time employee who is in receipt of Workers' Compensation benefits shall be deemed to remain in the continuous service of the Employer.
- 25.06 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 Articles 11 and 14.
- 25.07 Employees who are in receipt of Workers' Compensation shall not be entitled to Named Holidays and shall cease to accrue vacation and sick leave credits if such absence due to disability exceeds thirty (30) calendar days.

ARTICLE 26: UNIFORMS

- 26.01 The nature, colour and style of uniforms, and the requirements in respect thereto, shall be determined by the Employer. Any monetary assistance extended by the Employer as at the date of ratification shall continue at four (4) cents per hour.
- 26.02 Where uniforms are required by the Employer, the following shall apply:
 - (a) employees may, at their discretion, wear caps, lab coats or warming jackets;
 - (b) employees may, at their discretion, wear light pastel coloured uniforms, except where uniforms are supplied by the Employer.

ARTICLE 27: LEAVES OF ABSENCE

27.01 General Leaves

- (a) Leave of absence without pay may be granted to an employee at the discretion of the Employer and the employee shall not work for gain during the period of leave of absence except with the express consent of the Employer.
- (b) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to that employee's immediate supervisor six (6) weeks in advance except that in 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 leave of absence within fourteen (14) days of receipt of the request.

- (c) Except as provided in Article 27.01(d) where an employee is granted a leave of absence of more than thirty (30) calendar days duration, and that employee is covered by any or all of the plans specified in Article 22, the employee may, subject to the Insurer's requirements, make prior arrangements for the prepayment of the full premiums for the applicable plans.
- (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 UIC SUB Plan Benefits, benefit premium payments shall be administered in the same fashion as an employee absent due to illness.
 - (l) **Where the employee meets eligibility requirements for the SUB Plan and submits all of the required forms to the Employer prior to or on the payroll cut off date, they will receive SUB Plan payments on the first regular pay day following the payroll cut off date.**
- (e) With the exception of a leave of absence for Union business, in the case of a leave of absence in excess of thirty (30) calendar days, full-time employees shall cease to accrue sick leave and earned vacation to the extent that such leave exceeds thirty (30) calendar days. A full-time employee's eligibility date for advancement to a higher step on the salary schedule shall also be adjusted by the same amount of time.
- (9) Where an employee is elected or appointed to represent the Union at Conventions, Workshops, Institutions, Seminars, to attend meetings as a member of the Union's Local Executive Board or negotiations with the Employer, such leave shall not be unreasonably denied.
- (g) One employee who is elected to 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 costs including the Institution's share, during the period of such leave of absence.
- (h) Employees shall not be entitled to Named Holidays with pay which may fall during the leave of absence.
 - (i) An employee who has been granted a leave of absence and overstays the leave without permission of the Employer, shall automatically terminate her position except in cases of extenuating circumstances acceptable to the Employer.

27.02 Maternity Leave

- (a) An employee who has completed nine (9) months' continuous employment shall, upon her written request, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery, or such shorter period as may be mutually agreed upon between the Employer and employee, provided, however, that where in the opinion of the Employer her ability to carry out her normal work assignment becomes limited, she may be placed on maternity leave earlier. Where possible, the employee shall advise the Employer of her intended commencement date of maternity leave twenty-eight (28) calendar days in advance, but in any event, shall give the Employer an estimated commencement date no later than six (6) weeks prior to the estimated date of delivery. Such leave shall not exceed nine (9) months beyond the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave or UIC SUB Plan benefits.
- (b) An employee on such 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 position held by her immediately prior to taking leave, and at the same step in the pay scale, or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.

27.03 Adoption Leave

- (a) An employee who has completed nine (9) months' continuous employment with the Employer shall upon her written request, be granted leave without pay for up to nine (9) months as necessary for the purpose of adopting a child.
- (b) The employee may commence adoption leave upon one day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An employee on such 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 position held by her immediately prior to taking leave, and at the same step in the pay scale, or provide her with alternate work of a comparable nature at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.

27.04 Court Appearance

An employee required by law to appear in court as a member of a jury or as a witness, shall be paid the difference between the pay received from such court service and pay the employee would have normally received if she had been working, based on her basic rate of pay. The employee will report to work during those hours that she is not required to attend court, if it is reasonable to do so.

27.05 Bereavement Leave

- (a) Bereavement leave of five (5) calendar days without loss of income shall be granted in the event of death of a member of the employee's immediate family, i.e. children, parents, brothers, sisters, spouse (including common-law spouse), grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, **brother-in-law, sister-in-law**, grandchild, fiance, or guardian. Step-parent, step-children, step-brother and step-sister shall be considered as members of the Employee's immediate family. Such days may be taken only in the period which extends from the date of death to the date of interment. Bereavement leave may include normal days off and/or vacation, but no additional payment is due thereof.
- (b) The employee shall be paid for her scheduled hours so lost at her basic rate provided that she is not otherwise entitled to payment for a Named Holiday or sick pay.
- (c) An employee on vacation or leave of absence is not entitled to bereavement leave.
- (d) Bereavement leave without pay as may be appropriate may be granted upon request in the event of death of other relatives or close friends.

27.06 Special Leave

If an employee is unable to report to work as a result of illness in the immediate family requiring the employee's personal attention, she shall inform the Employer of such with as much advance notice as possible and at the employee's option she shall use either a vacation day, a day earned in lieu of a named holiday, banked overtime or an unpaid leave of absence for the hours not worked. An employee shall be entitled to take three (3) working days of special leave in a twelve (12) month period commencing April 1, 1993. The employee may be required to submit satisfactory proof of illness. For the purpose of this article, immediate family is defined as spouse and children.

ARTICLE 28: INSERVICE EDUCATION

28.01 The parties to the Collective Agreement recognize the value of continuing inservice education for employees, and that the responsibility for such continuing education lies with both the Employer and the employee. For the purpose of this Article, the term "inservice" includes orientation, acquisition and maintenance of essential skills and other programs which may be offered by the Employer.

28.02 The Employer reserves the right to identify specific inservice sessions as being compulsory for employees and those required to attend shall be paid at the applicable rate of pay.

ARTICLE 29: PART TIME EMPLOYEES

29.01 Application of Collective Agreement

All provisions of this Collective Agreement shall apply to part-time employees, except:

Article 13 - Hours of Work
 Article 14 - Shifts and Schedules
 Article 15 - Overtime
 Article 20 - Named Holidays
 Article 21 - Annual Vacation
 Article 24 - Sick Leave
 which are superseded by the following:

29.02 Hours of Work

- (1) (a) This provision shall not be construed as a guarantee of pay or of hours of work.
- (b) Regular hours of work, exclusive of meal periods, shall be up to seven and three-quarter (7 3/4) consecutive hours in any day. The ratio of work days to non-work days shall be less than 5:2 as averaged over one complete cycle of the shift schedule.
- (2) Regular hours of work shall be deemed to:
 - (a) include, as scheduled by the Employer, **two (2)** rest periods of fifteen (15) minutes during each full working shift of seven and three-quarter (7 3/4) hours; or
 - (b) **one (1)** 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 scheduling of work assignments, the alternate to be applied shall be at the discretion of the Employer; or
 - (c) include, as scheduled by the Employer, **one (1)** rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
 - (d) 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;
 - (e) if an employee is unable to take her meal period or rest period or is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid **for a** meal period or rest period as follows:
 - (i) for the rest period, one and one-half times (1 1/2X) her basic rate of pay rather than at straight time; or
 - (ii) for a meal period, at one and one-half times (1 1/2X) her basic rate of pay.
- (3) 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 overtime rate. On the date fixed by said Act for the resumption of Daylight Savings Time, the resultant reduction of one hour in the shift involved shall be affected with the appropriate deduction in regular earnings.

29.03 Shifts and Schedules

(1) Shift Operation

- (a) It is recognized that the Institution operates twenty-four (24) hours per day, seven (7) days per week and three hundred and sixty-five (365) days per year. It follows, that staffing will be required on all three (3) shifts days, evenings and nights. To ensure an appropriate efficient staffing pattern as determined by the Employer it may be required that employees work on any or all of the three (3) shifts.
- (b) The first shift of the working day shall be the one wherein the majority of hours worked falls between twenty four hundred (2400) and zero eight hundred (0800) hours.

(2) Scheduling of Shifts

- (a) Notwithstanding the provisions of Article 29.03(1)(a), it is recognized and understood that the preferred shift pattern framework is permanent days, permanent evening and permanent night shifts. The Employer shall endeavour to generally maintain this pattern of shift scheduling unless it is not viable to do so.
- (b) The provision of Article 29.03(2)(a) shall not be deemed to prevent the Employer from accommodating employee requests for other shift patterns when the existence of a vacancy permits the Employer to do so, subject to the provisions of Article 11, or when other affected employees also request to do so.
- (c) Except in cases of emergency or by mutual agreement between a regular employee and the Employer, shift schedules shall:
 - (i) provide for at least fifteen and one-half (15 1/2) hours off duty between shifts;
 - (ii) schedule an employee not to work on at least two (2) weekends in a five (5) week period. "Weekend" shall mean a Saturday and the following Sunday, assuring a minimum of fifty-six (56) hours off duty;
 - (iii) not provide more than six (6) consecutive scheduled days of work more than twice in a five (5) week cycle;
 - (iv) not provide for different shifts between scheduled days off

If an employee is required by the Employer to change shifts without receiving fifteen and one-half (15 1/2) hours off duty, she shall be entitled to premium pay at one and one-half times (1 1/2X) her basic rate for that shift. This Section does not apply to cases where Article 29.03(5)(b) has been applied in altering a shift schedule.

- (d) Optional scheduling provisions may be mutually agreed in writing between the Employer and the Union.

(3) Additional Shifts

- (a) A part-time employee may work additional shifts.
- (b) Where a part-time employee volunteers or agrees to work additional shifts, she shall be paid her basic rate for such hours, or if applicable, at the overtime rate provided in Article 29.04:
 - (i) for those hours worked in excess of seven and three-quarter (7 3/4) hours in a day; or
 - (ii) for work performed by the employee on days in excess of the work ratio referred to in Article 29.02(1)(b).
- (c) Where the Employer requires a part-time employee to work without her having volunteered or agreed to do so, she shall be paid the overtime rate provided in Article 29.04.
- (d) An effort shall be made by the Employer to ensure fair and equitable distribution of extra shifts. These shifts will be indicated on the posted schedule.

(4) Temporary Shift Pattern Reassignment

- (a) The Employer may temporarily change an employee's shift pattern on giving at least fourteen (14) calendar days notice, in the circumstances outlined below:
 - (i) to ensure that employees have access to in-service programs;
 - (ii) in the event of absences for any reason, where any one such absence exceeds fourteen (14) calendar days; or
 - (iii) to develop or maintain proficiency or knowledge as may be required; or
 - (iv) where it is considered necessary to place an employee on the day shift to monitor or supervise performance and/or behaviour; or
 - (v) where it is considered desirable to change an employee's shift due

to the health of an employee.

In the event of unforeseen emergency, however, the fourteen (14) days notice shall not apply.

- (b) It is recognized that the Employer may require another employee in the same classification to change or exchange shifts due to a part-time employee having a temporary shift change pursuant to Article 29.03(4)(a). Unless otherwise provided in Article 29.03(4)(c), in such circumstances the affected employee (or employees) will be selected based upon the following criteria:
 - (i) unless another part-time employee volunteers to make the exchange, the least senior part-time employee on the applicable shift who works equivalent hours, shall be required to make the change, and
 - (ii) where no part-time employee works equivalent hours to the employee being reassigned, the Employer shall select the employee(s) to be affected by attempting to minimize the amount of operational disruption and least negatively affect more senior employees, and
 - (iii) unless otherwise agreed between the Employer and the employee, following the completion of the reassignment period or following the fourteen (14) calendar days, whichever is the lesser, the employee(s) shall be returned to their former shift(s).
 - (iv) should the need as outlined in 29.04(1) (a) continue to exist beyond fourteen (14) calendar days, the process outlined in (i) and (ii) above may be repeated, and repeated until the need has ceased to exist.
- (c) In the event that an employee has had her shift changed pursuant to Article 29.03(4)(b) above within the preceding six (6) months, such employee shall be the last employee subject to a shift change pursuant to Article 29.03(4)(b), unless the employee requests otherwise.
- (d) Unless otherwise agreed by the Employer and the employee, a part-time employee shall not have the number of hours she was scheduled to work prior to the change, significantly reduced solely due to the application of these provisions.

(5) Schedule Posting and Schedule Changes

- (a) Shift schedules shall be posted twelve (12) weeks in advance subject to such changes as arise from application of 29.03(2)(b) or 29.03(4).

- (b) If the Employer changes an employee's scheduled shift, she shall be paid at one and one-half times (1 1/2X) her basic rate of pay for all hours worked during the first shift of the changed schedule, unless fourteen (14) days notice of such change has been given.

(6) Shift Exchanges

- (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 employees' immediate supervisor(s);
 - (iii) where such a request is made in writing, the Employer's reply shall also be in writing.
- (b) Such exchange shall not be deemed a violation of the scheduling provisions of this Article.

(7) Reporting Pay

In the event that an employee reports for work as scheduled and is requested by the Employer to return home and then return to work for a later shift, the employee shall be compensated for her inconvenience by a payment equivalent to three (3) hours' pay at the employee's basic rate of pay.

(8) Copies of Schedule

A copy of all employee shift schedules shall be available to the Union President.

29.04 Overtime

- (a) The overtime rate of one and one-half times (1 1/2X) or double time (2X) the employee's basic rate of pay shall be paid for work authorized by the Employer and performed by the employee on days in excess of the work ratio referred to in Article 29.02 above; or for those hours which exceed seven and three-quarter (7 3/4) hours worked in any given day.
- (b) The overtime rate of one and one-half times (1 1/2X) times the basic rate of pay shall be paid for work performed:
 - (i) during the first four (4) hours worked in excess of seven and three-quarters (7 3/4) in a day.
 - (ii) on days in excess of the work ratio referred to in Article 29.02.

- (c) The overtime rate of two times (2X) the basic rate of pay shall be paid for work performed:
- (i) After the first four (4) hours worked in excess of seven and three-quarter (7 3/4) hours in a day,
 - (ii) in excess of seven and three-quarter (7 3/4) hours worked on a Named Holiday.

29.05 Named Holidays

- (a) A part-time employee required to work on a named holiday shall be paid at time and one-half (1 1/2X) her basic rate of pay for all hours worked on such day.
- (b) A part-time employee shall be paid in addition to her basic rate of pay four point two percent (4.2%) of this rate per pay period in lieu of the Named Holidays.
- (c) Upon receiving a request from an employee, where possible, the part-time employee shall be given either Christmas Eve and Christmas Day or New Year's Eve and New Year's Day off.

29.06 Annual Vacation

(1) Definition:

For the purpose of this Article;

- (a) "Vacation" means annual vacation with pay.
- (b) "Vacation Year" means the twelve month period commencing on the first day of April in each calendar year and concluding on the last day of March of the following calendar year.
- (c) "Date of Employment" means:
 - (i) in the case of an employee whose employment commenced between the first (1st) and the fifteenth (15th) days inclusive of any month, the first day of that calendar month; OR
 - (ii) in the case of an employee whose employment commenced between the sixteenth (16th) and the last days inclusive of any month, the first day of the following calendar month.

(2) Vacation Entitlement

Part-time employees shall be entitled to receive time off for vacation purposes based on the number of years of continuous employment as outlined below, and

shall receive vacation pay in accordance with 29.06(4):

- (a) during the first (1st) year of employment an employee accumulates vacation time of 14 calendar days;
- (b) during the second (2nd) to fifth (5th) years of employment an employee accumulates vacation time of 21 calendar days;
- (c) during the sixth (6th) to fourteenth (14th) years of employment an employee accumulates vacation time of 28 calendar days;
- (d) during the fifteenth (15th) to twenty second (22nd) years of employment an employee accumulates vacation time of 35 calendar days;
- (e) during the twenty-third (23rd) and subsequent years of employment an employee accumulates vacation time of 42 calendar days.

(3) Time of Vacation

- (a) Vacation earned in one vacation year shall be taken during the next following vacation year. As far as possible, regular employees shall be granted their choice of vacation periods, however, the final allotment of vacation remains the responsibility and within the authority of the Employer.
- (b) Vacation leave will be deemed to have commenced on the first regularly scheduled work day absent on vacation leave and continue on consecutive calendar days until return to duty. A vacation period may be divided by mutual agreement between the employee and the Employer.
- (c) The Employer will post the vacation schedule planner by January 1st of each year. Where an employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of the same year.

(4) Vacation Pay

Vacation pay is to be paid to a part-time employee, at least one day and not more than two weeks before the commencement of the employee's annual vacation, and shall be in accordance with the following formula. The hours worked during the preceding vacation year **and periods of sick leave with pay**, multiplied by the basic rate of pay in effect on the date vacation leave commences multiplied by the applicable rate of:

- (a) 4% during the first (1st) employment year; or
- (b) 6% during the second (2nd) to fifth (5th) employment years; or
- (c) 8% during the sixth (6th) to fourteenth (14th) employment years; and

(d) 10% during the fifteenth (15th) to twenty-second (22nd) employment years;
and

(e) 12% during the twenty-third (23rd) and subsequent employment years.

(example 500 hours x \$10.31 per hour x .06 = \$309.30)

29.07 Sick Leave

(1) Application of Sick Leave

(a) Sick leave is provided by the Employer for absences due to illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

(b) The Employer recognizes that alcoholism, drug addiction and mental illness, are illnesses which can respond to therapy and treatment, and that absences from work due to such therapy shall be considered sick leave.

(2) Accrual of Sick Leave Credits

(a) After a regular or temporary employee has completed five hundred and three decimal seventy five (503.75) hours worked she shall be allowed a credit for sick leave computed from the date she commenced employment as a regular or temporary part-time employee at the rate of one and one-half (1 1/2) days per month, pro-rated on the basis of hours worked by the part-time employee, in relation to the regularly scheduled hours for a full-time employee, up to a maximum of one hundred twenty (120) working days.

(b) When a part-time employee has accrued the maximum sick leave credits 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.

(3) Illness Reporting

Part-time employees reporting sick shall advise the Employer as soon as possible and regularly thereafter as required by the Employer.

(4) Sick Leave Pay Entitlement

(a) An employee shall not be entitled to apply sick leave credits prior to the completion of five hundred and three point seven five (503.75) hours worked.

(b) A part-time employee granted sick leave shall be paid for the regularly

scheduled shifts absent due to such leave at her basic rate of pay and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the employee's accumulated credits at the time the sick leave commenced.

- (c) Part-time employees may be required to submit proof satisfactory to the Employer of any illness, non-occupational accident or quarantine. Payment of sick leave benefits shall not be affected until required substantiation has been supplied.

(5) Medical and Dental Appointments

If a part-time employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided she has been given prior authorization by the Employer, such absence shall be charged against her accumulated sick leave credits. Employees may be required to submit satisfactory proof of such appointment.

(6) Request for Sick Credit Balance

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

(7) Status When Sick Bank Exhausted

- (a) An employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits except as provided in Article 27.01(c), for the duration of the illness or as provided below. The employee shall keep the Employer advised as to when she may be expected back to work and shall provide the Employer with two (2) weeks written notice of her readiness to return to work. The Employer shall then reinstate the employee in the same position held by her immediately prior to the disability. At the expiration of twenty-four (24) months from the last day of paid sick leave, an employee who is not capable of returning to work pursuant to this Section shall be considered to have terminated her employment with the Employer.
- (b) The reinstatement of an employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of Articles 11 and 29.03.

ARTICLE 30: TEMPORARY EMPLOYEES

- 30.01 (a) A temporary employee shall be covered by the terms of this agreement with the exception of:
- (i) Article 12 - Annual Performance Appraisal

- (ii) Article 32 - Layoff and Recall
- (b) A temporary employee shall not have the right to grieve the termination of her employment on the expiry of the position for which she was hired or in accordance with other provisions of the Collective Agreement.
- (c) The Employer shall provide at least seven (7) calendar days' written notice of termination of her term position, if she is no longer required in such position.

ARTICLE 31: CASUAL EMPLOYEES

31.01 Application of Collective Agreement

The provisions of this Collective Agreement shall not apply to casual employees except as provided by this Article.

31.02 Orientation

The Employer shall provide a paid orientation period for all new casual employees.

31.03 Hours of Work

- (1) The normal hours of work for a casual employee shall be up to seven and three-quarter (7 3/4) hours in a day.
- (2) Casual employees will not be required to work in excess of six (6) consecutive shifts except by mutual agreement.
- (3) A casual employee will not be required to work in a manner where the ratio of work days to non-work days exceeds 5:2 averaged over six calendar weeks.
- (4) Hours of work shall be deemed to:
 - (a) include, as scheduled by the Employer, **two (2)** rest periods of fifteen (15) minutes during each full working shift of seven and three quarter (7 3/4) hours; or
 - (b) **one (1)** 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 scheduling of work assignments, the alternate to be applied shall be at the discretion of the Employer; or
 - (c) include, as scheduled by the Employer, **one (1)** rest period of fifteen (15) minutes during each half shift of not less than four (4) hours; and
 - (d) 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.

- (e) if an employee is unable to take her meal period or rest period or is recalled to duty during her meal period or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for a meal period or rest period as follows:
 - (i) for the rest period, one and one-half times (1 1/2X) her basic rate of pay rather than at straight time; or
 - (ii) for a meal period, at one and one-half times (1 1/2X) her basic rate of pay.
- (5) No casual employee who works on a call-in basis shall be scheduled without her consent.
- (6) In the event that a casual employee reports to work as scheduled or called and the Employer cancels her shift, the employee shall be paid three (3) hours pay at her basic rate of pay.

31.04 Overtime

- (a) Overtime is all time authorized by the Employer and worked by the employee in excess of seven and three-quarter (7 3/4) hours per day and shall be paid at one and one-half times (1 1/2X) or two times (2X) her basic rate of pay,
- (b) The overtime rate of one and one-half times (1 1/2X) times the basic rate of pay shall be paid for work performed:
 - (i) during the first four (4) hours worked in excess of seven and three-quarters (7 3/4) in a day.
- (c) The overtime rate of two times (2X) the basic rate of pay shall be paid for work performed:
 - (i) after the first four (4) hours worked in excess of seven and three-quarter (7 3/4) hours in a day.
 - (ii) in excess of seven and three-quarter (7 3/4) hours worked on a Named Holiday.

31.05 Salaries

- (a) The basic rates of pay for casual employees shall be as outlined in the Salaries Schedule.
- (b) Casual employees shall be entitled to the next level as provided in the Salary Schedule, upon the Completion of two thousand twenty-two and three-quarter (2022 3/4) hours worked.

31.06 Shift Differential and Weekend Premium

- (a) A shift differential of seventy-five cents (\$0.75) per hour shall be paid to an employee working on a shift where the majority of hours of such shift fall within the period of 1500 hours and 0700 hours. Shift differential payment shall not be considered as part of the employee's basic rate of pay.
- (b) A weekend premium of twenty five (\$0.25) cents per hour shall be paid in addition to shift differential, if applicable, to an employee working a shift wherein the majority of hours of such shift fall during a sixty four (**64**) hour period commencing at 1500 hours on a Friday or the start of the evening shift if later than 1500 hours. Such premium pay shall not be considered as part of the employee's basic rate of pay.

31.07 Transportation

- (a) Casual employees who normally travel from the Institution to their place of residence by means of public transportation following the completion of their shift, but who 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 of reasonable, necessary and substantiated transportation expense from the Institution to their place of residence.
- (b) An employee who is required to accompany a resident to another facility for medical reasons, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expenses.

31.08 Named Holidays

Casual employees shall be paid at one and one-half (1 1/2X) times for all hours worked on the named holiday, A casual employee shall be paid in addition to her basic rate of pay four point two (**4.2%**) percent of such rate per pay period in lieu of the Named Holiday.

31.09 Annual Vacations

- (a) A casual employee shall be entitled, in addition to her basic rate of pay, four percent (4.0%) of her basic rate of pay in lieu of vacation, and shall be entitled to an additional two percent (2%) vacation pay upon the completion of the equivalent hours of work required by full-time employees to reach the vacation entitlement of fifteen (15) working days, and a further two percent (2%) of vacation pay on the completion of equivalent hours of work required by a full-time employee to reach the vacation of twenty (20) working days and, a further two percent (2%) of vacation pay on the completion of equivalent hours of work required by a full-time employee to reach the vacation of twenty-five working days.
- (b) A regular employee shall not have her Level of Vacation Entitlement (i.e. 4%, 6%,

etc.) reduced due to a change in status to a casual employee provided her service is uninterrupted.

31.10 Dues Deductions

Casual employees shall be subject to dues deductions as provided in Article 4.

31.11 Grievance Procedure

Casual employees shall be covered by the Grievance Procedure and Arbitration provisions of this Collective Agreement.

31.12 Appointments and Transfers

Subject to the criteria established in Article 11 of this Collective Agreement, an applicant for employment who has experience with the Employer as a casual employee shall be given preference over external applicants.

31.13 Performance Appraisal

Casual employees defined in Article 2.05(b) (i), (ii) and (iii) shall be covered by the Performance Appraisal Article of this Collective Agreement.

31.14 Discipline and Dismissal

Casual employees defined in Article 2.05(b) (i), (ii) and (iii) shall be covered by the Discipline and Dismissal Article 33 of this Collective Agreement.

31.15 Shifts and Schedules

Employees shall be aware that in the course of their regular duties they may be required to work on various shifts throughout the 24 hour period of the day and the seven (7) days of the week.

ARTICLE 32: LAYOFF AND RECALL

32.01 Joint Discussions

The Employer and the Union recognize the value of joint discussions when a layoff will occur. Representatives of the Employer and the Union may meet to discuss alternative layoff processes that may be more appropriate in the particular circumstances. In the event that the parties **do** not mutually agree in writing that alternative processes are appropriate, the following will apply.

32.02 Layoff Process

(a) Layoff shall occur in reverse order of seniority, subject to the following:

- (i) The remaining employees have the ability to perform the work involved.
 - (ii) An employee cannot achieve a position in a higher paid classification through the operation of the lay-off provisions.
 - (iii) A more senior employee may be permitted to refuse a re-assignment and be laid off.
- (b) Temporary employees shall be released prior to regular employees being laid off, provided the regular employees have the ability to perform the work involved.

32.03 Notice

- (a) Should a reduction in the working force occur, the Employer will notify employees who are to be laid off, at least fourteen (14) calendar days prior to the layoff, or shall grant pay in lieu thereof.
- (b) The Union shall receive a copy of the notice of layoff forthwith.

32.04 Recall

When employees are on layoff, the following process for re-call shall occur:

- (a) Regular and temporary positions shall be posted and filled pursuant to Article 11. Employees on lay-off may apply for any posted vacancies.
- (b) When there are no applications from current regular employees, the most senior employee on layoff with the ability to perform the work involved shall be the first such employee to be recalled.
- (c) No new regular or temporary employees will be hired while there are other employees on layoff who can be recalled in accordance with Article 32.04(b) above and awaiting recall.
- (d) The method of recall shall be by telephone and, if contact with the employee is not accomplished, a double registered letter shall be sent to the employee's last known place of residence. The employee so notified will return to work as soon as possible, but not later than five (5) days following the date of the telephone contact, or the date of the delivery of the letter.
- (e) A regular employee shall be considered terminated when she does not return from layoff as required or has been on layoff for a period of twenty four (24) months without being recalled.
- (f) It is recognized and understood that it is the responsibility of the employee to update the Employer about her whereabouts and to be available for recall,

32.05 **Opportunities for Casual Work**

- (a) The Employer shall endeavour to offer opportunities for casual work to laid off employees in order of their seniority before assigning the work to a casual employee, providing the employee has the ability to perform the work involved.
- (b) Laid off employees shall advise the Employer of their interest in and availability for such casual work at the time of layoff.
- (c) A laid off employee may refuse an offer of casual work without adversely affecting her recall status.
- (d) a laid off employee who accepts an offer of casual work shall be governed by the Collective Agreement provisions applicable to a casual employee, however, such employee's recall status and ability to prepay benefits of certain contributory benefit plans, and seniority standing shall not be affected by the period of casual employment.

32.06 **Benefit Coverage During Layoff**

Employees affected by a layoff may elect to maintain coverage of contributory plans specified in Article 22, subject to the insurers eligibility and other requirements, and provided the employee makes prior arrangements to pay the full premium costs.

32.07 **Application of Collective Agreement**

The operation of this Article shall not be construed as a violation of the posting and/or scheduling provisions of the Collective Agreement.

32.08 **Rights on Layoff**

Other than for the pre-payment of certain contributory benefit premiums and the continuation of seniority held at the time of layoff, the employee's rights on layoff shall be limited to the right of recall.

ARTICLE 33: DISCIPLINE AND DISMISSAL

- 33.01 Unsatisfactory conduct and/or performance by an employee may be grounds for discipline up to, and including, immediate dismissal.
- 33.02 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 written warning to the employee. A copy of the written warning shall be placed on the employee's personnel file. Copies of all written warnings shall be forwarded to the Unit President of the Union.
- 33.03 The employee shall sign a written 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.

- 33.04 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 griever, the personnel file of the employee shall be amended to reflect this action provided that this action results in the abandonment of the grievance.
- 33.05 An employee absent, for two (2) consecutively scheduled work days, without good and proper reason and without notifying the Employer, shall be considered to have terminated her services with the Employer.
- 33.06 Nothing in this Article prevents immediate suspension or dismissal for just cause.

ARTICLE 34: RESIGNATION AND TERMINATION

34.01 Employee Notice of Termination

An employee shall give the Employer at least twenty-eight (28) calendar days notice of termination of employment.

34.02 Vacation Pay Upon Termination

- (a) If employment is terminated by the employee without giving proper notice, pursuant to Article 34.01 above, notwithstanding any other provisions of this Collective Agreement, such employee shall receive vacation pay at the rate prescribed in the Employment Standards Code concerning vacation pay. The Employer may waive this clause if termination is due to illness or for any other reasons which are acceptable to the Employer.
- (b) If employment is terminated, and proper notice given, the employee shall receive vacation pay in lieu of the unused period of vacation entitlement up to March 31 in each calendar year at the employee's regular rate, together with the applicable percentage rate of vacation pay accrued on the employee's regular earnings from the first day of April in the calendar year to the date of termination.
- (c) When an employee is discharged for cause, vacation pay shall be at the rate prescribed in the Employment Standards Code.

ARTICLE 35: HEALTH AND SAFETY

- 35.01 The Employer shall continue the Health and Safety Committee which shall be composed of representatives of the Employer and two Unit representatives of the Union and may include representatives of other employee groups. This committee shall meet once a month. An employee shall be paid her basic rate of pay for attendance at these committee meetings.
- 35.02 The Health and Safety Committee shall consider such matters as occupational health and

safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the Occupational Health and Safety Act or such other procedural rules as may be mutually agreed,

- 35.03 The Health and Safety Committee shall also consider measures necessary to ensure the security of each employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request, and shall have the right to present the recommendation in writing to the Board of Trustees of the institution. The Board will reply, in writing, to the Health and Safety Committee within thirty (30) days of the presentation by the Committee.
- 35.04 The Occupational Health and Safety Committee will make recommendations to the Employer regarding possible strategies and processes in order to accommodate and promote early return to work of employees who are recovering from illness or injury. In the event that the Union has recommendations that are different than the Occupational Health and Safety Committee, the Union shall have the right to submit such recommendations to the Employer.

ARTICLE 36: GRIEVANCE PROCEDURE

36.01 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 employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 36.06; or
- (b) group grievance is a dispute affecting two or more employees. Such grievance shall be initiated at Step 2 and processed from there in the same manner as an individual grievance as outlined in 36.06. 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, to the Department Head or the Union, by a representative of the grieved party within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

36.02 Authorized Representatives

- (a) An employee may be assisted or represented by the Union or Unit Representative when presenting an official grievance.

- (b) The Employer agrees that the Unit/Representatives shall not be hindered, coerced or interfered with in any way in the performance of her function while investigating disputes and presenting adjustments as provided in this Article. However, no representative shall leave her work without obtaining consent from her supervisor, which shall not be unreasonably withheld. The Unit Representative shall not suffer any loss of pay for the time spent in the performance of her duties involving a grievance provided that the representative does not leave the Employer's premises.

36.03 Time Limits

For the purposes of the 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 Article 20. However, time limits may be extended by mutual agreement in writing.

36.04 Default

- (a) Should the employee or the Union fail to comply with any time limits in the grievance procedure, the grievance will be considered to be abandoned.
- (b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit.

36.05 Mandatory Conditions

- (a) During any and all grievance proceedings, the employee shall continue to perform her duties faithfully except in cases of suspension or dismissal.
- (b) A suspension or dismissal grievance shall commence at Step 2.

36.06 Steps in the Grievance Procedure

(a) Step 1

An employee who has a complaint shall, within five (5) days of the date she becomes aware or reasonably should have become aware of the occurrence which led to the complaint, first discuss the matter with her immediate supervisor and attempt to resolve the complaint at this stage. In the event that it is not resolved, it may be advanced as an official grievance in accordance with the following steps.

(b) Step 2

Within five (5) days of discussing the complaint with her immediate supervisor, the employee may submit an official grievance in writing stating the clause claimed to have been violated, the nature of the grievance, and the redress sought to the Director of Nursing who shall reply in writing within five (5) days of receiving the grievance. If the grievance is not settled at this stage, it may proceed to Step 3.

(c) Step 3

Within five (5) days of the reply from the Director of Nursing, the employee may submit the grievance in writing to the Executive Director of the Institution or his designated representative. The Executive Director or his representative shall hold a hearing within five (5) days of receipt of the grievance. The employee shall be entitled to have a representative of the Union present during the hearing. The Executive Director or his representative shall render a written decision within five (5) days of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

ARTICLE 37: ARBITRATION

- 37.01 (a) Either party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- (b) Within seven (7) days after receipt of notification provided for in 37.01(a) above, the party receiving notice shall:
- (i) inform the other party of the name of its appointee 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 appointees to a Board have been named by the parties they shall, within seven (7) days, endeavour to select a mutually acceptable Chairman for the Arbitration Board. If they are unable to agree upon the choice of a Chairman, they shall immediately request the Director of Mediation Services to appoint a Chairman.
- (d) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the parties as soon as possible to hear such evidence as the parties may desire to present; assure a full, fair hearing and shall render the decision, in writing, to the parties at the earliest possible date following the hearing.
- (e) In the case of an Arbitration Board, the Chairman shall have the authority to render the decision with or without 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 all parties.
- (f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or in any way rectify the terms of this Collective Agreement.


- (g) Each of the parties to this Collective Agreement shall bear the expenses of its appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two parties to the dispute.
- (h) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

ARTICLE 38: COPIES OF THE COLLECTIVE AGREEMENT

- 38.01 Within sixty (60) days of the signing of this Collective Agreement the Employer shall provide each employee with a copy.
- 38.02 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.
- 38.03 The cost of producing such copies shall be shared equally between the Employer and the Union.

IN WITNESS WHEREOF the parties have executed this Collective Agreement by affixing hereto the signatures of their proper Officers in that behalf.

ON BEHALF OF THE YOUVILLE HOME

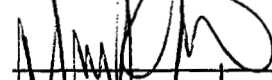



 K.G. Richard

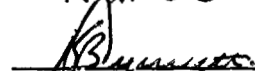
 M. Jimms

DATE: March 9 1995

ON BEHALF OF THE UNITED STEEL WORKERS OF AMERICA LOCAL 588E







DATE: March 14/95

SALARIES SCHEDULE

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Nursing Attendant						
Date of Ratification	\$9.77	\$10.11	\$10.47	\$10.84		
April 1, 1998	\$9.77	\$10.41	\$10.78	\$11.17		
Licensed Practitioner Nurse						
Date of Ratification	\$11.03	\$11.63	\$12.10	\$12.48		
April 1, 1998	\$11.03	\$11.63	\$12.10	\$12.48	\$12.96	
April 1, 1999	\$11.03	\$11.63	\$12.10	\$12.48	\$12.96	\$13.44

LETTER OF UNDERSTANDING

between

THE YOUVILLE HOME (GREY NUNS) OF ST ALBERT
(hereinafter referred to as the "Employer")

and

THE UNITED STEELWORKERS OF AMERICA LOCAL 5885
(hereinafter referred to as the "Union")

Re: Optional Schedules

Whereas it is the desire of the membership of the Union to maximize the number of weekends that employees are scheduled off: and

Whereas the Employer is willing to implement optional schedules that attempt to accommodate the desire of the membership of the Union provided the employer's requirements regarding continuity of resident care, the viability of positions, and the needs of the organization, are met;

the Employer and the Union hereby agree as follows:

1. a) The provisions of Article 29.03(c)(ii) shall not apply to the positions currently occupied by **Clarissa Prinsen, Eva Wiebe and Jana Hruza**, and the following shall be substituted:

"schedule an employee not to work at least two weekends in a six
(6) week period."

- b) Other part time employees may add their name to this list by notice in writing to the Employer.
2. Unless otherwise agreed by the Employer and the employee, the full-time positions currently occupied by **J. Lafreniere, A. Barradell, and L. Perrott**, will be scheduled for one shift as a leave of absence without pay in a six week cycle, and in the event that such leave without pay occurs, it shall not be deemed to be a violation of the Collective Agreement nor be deemed to change the status of any incumbent full-time employee. This provision shall only apply as long as the above named individuals remain in the full-time positions they presently occupy.
 3. Ongoing Scheduling Review and Evaluation

The parties acknowledge that it is desirable to ensure that the optional schedules are meeting the needs of both the Union and the Employer. Therefore the Employer and the Union shall develop an evaluation process in order to assess:

- (a) Employee satisfaction with the alternative shift schedules;

(b) Impact on resident care; and

(c) Organizational impact (ie., turnover, orientation costs, etc.)

5. Business as Usual

The parties agree that this Letter of Understanding shall not be deemed to diminish any general rights of the Employer to manage the work force, as recognized in the collective Agreement, and notwithstanding the generality of the foregoing shall not be deemed to preclude the Employer from making decisions to adjust the working force from time to time.

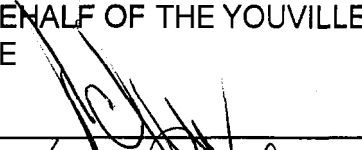
6. Cessation of Hours of Work Option

Notwithstanding the provisions of Clause 5, above, either party may discontinue the optional schedule in any or all of the units where it has been implemented, by providing the other party with fourteen (14) weeks written notice to do so.

7. Transitional Provision

When alternate schedules are implement or discontinued, the resultant changes shall not be deemed to be a violation of the scheduling or posting provisions of the Collective Agreement.

ON BEHALF OF THE YOUVILLE HOME



K.A. Pickard

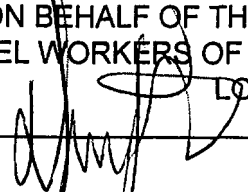



M. Jimms


DATE: 

March 9, 1995

ON BEHALF OF THE UNITED STEEL WORKERS OF AMERICA LOCAL 5885







DATE: 

March 14/95

LETTER OF UNDERSTANDING

between

THE YOUVILLE HOME (GREY NUNS) OF ST ALBERT
(hereinafter referred to as the "Employer")

and

THE UNITED STEELWORKERS OF AMERICA LOCAL 5885
(hereinafter referred to as the "Union")

RE: Transitional Provisions - Seniority List

Whereas the parties have agreed to amend the method of calculation of seniority in this Collective Agreement from prior Collective Agreements, and

Whereas the parties wish to establish appropriate seniority dates for current regular and temporary employees,

The parties hereby agree that the following reflects the appropriate seniority dates of such employees for purposes of Article 10.04, and in accordance with Article 10.01:

LAFRENIERE, Jeannine	September 27, 1976
ALPHONSE, Celine	September 28, 1981
MATTICE, Roxanne	December 17, 1981
PFISTER, Darlene	February 1, 1983
LANCASTER, Charlotte	June 6, 1993
BENOIT, Margaret	October 24, 1983
PEARCE, Adeline	July 4, 1984
THOMAS, Patricia	October 9, 1984
BOYCHUK, Louise	July 29, 1985
KEHLER, Elizabeth	September 9, 1985
BELANGER, Raymond	September 16, 1986
EDMONDS, Eleanor	February 2, 1987
SHEWCHUK, Eileen	September 2, 1987
WEISMANTEL, Brenda	May 9, 1988
WILSON, Elizabeth	June 6, 1988
RIVERA, Miguel	August 2, 1988
JWASZO, Terese	October 3, 1988
BLAIR, Lisa	August 11, 1989
GALLINGER, Margaret	February 15, 1990
KIDNEY, Joyce	February 23, 1990
PERROTT, Lucy	May 22, 1990
SNYDER, Ada	May 22, 1990
GLASEL, Else	July 17, 1990
BARRADELL, Arlene	August 1, 1990
NELSON, Marjorie	August 20, 1990
BELCOURT, Brigitte	September 21, 1990
HERMAN, Elaine	October 18, 1990
WIEBE, Eva	February 7, 1991

McCOLLUM, Alicia	March 12, 1991
SEMENIUK, Simone	April 19, 1991
MANTIE, Ingrid	June 17, 1991
HILLS, Dorothy	June 26, 1991
ESTRADA, Evangeline	July 8, 1991
WEERTS, Eleanor	July 22, 1991
SMITH, Anne	July 24, 1991
MIZIBROCKY, Trudy	August 21, 1991
MCGINN, Karen	August 27, 1991
LARSSON, Rosalina	October 3, 1991
SEON, Esther	December 21, 1991
PRINSEN, Clarissa	February 18, 1992
BROWNIE, Phyllis	June 9, 1992
DASILVA, Zorina	June 19, 1992
Beaupre, Linda	November 23, 1992
HIEBERT, Gayleen	December 3, 1992
HALL-HIMER, Christine	February 23, 1993
BETTON, Margaret	February 24, 1993
WHITE, Elena	March 8, 1993
SCHUR, Sylvia	August 11, 1993
HRUZA, Jana	August 31, 1993
MARCIN, Beth	September 3, 1993
YUTUC, Florentina	September 20, 1993
NAGTEGAAL, Jacquelin	January 18, 1994
NESBITT, Marilyn	February 2, 1994
CHARLES, Heather	March 28, 1994
DAW, Soheila	April 5, 1994
BAIRA, Lory	March 3, 1995
ACORDA, Karina	March 30, 1995
CLOUTIER, Susan A.	April 3, 1995
BIELECKA, Ewa	April 17, 1995
ROUTLEDGE, Janet	June 25, 1995
DILSCHNEIDER, Kathy	July 21, 1995
THOMPSON, Roselin	August 21, 1995
VILLAFLORES, Marylan	August 21, 1995
LAMPA, Rosemarie	September 25, 1995
ROSAGARAN, Leilani	October 12, 1995
WILKS, Donna Lynn	November 20, 1995
CARON, Sharon	December 18, 1995
ROSENOW, Doerthe	May 29, 1996
HOUGHTON, Vicki	June 5, 1996
PALISOC, Editha E.P.	June 18, 1996
CASTRO, Maribel N.	August 13, 1996
JARVIS, Theresa	November 4, 1996
WILSON, Yvonne	November 4, 1996
CZYZEWSKA, Danuta	May 8, 1997

ON BEHALF OF THE YOUVILLE HOME



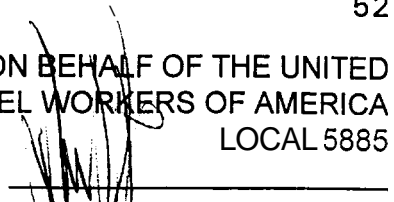
K. J. Pickard

M. Jimms



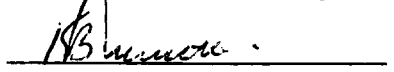
DATE: March 9 1998

ON BEHALF OF THE UNITED STEEL WORKERS OF AMERICA LOCAL 5885









DATE: March 11/98

Letter of Understanding

THE YOUVILLE HOME (GREY NUNS) OF ST. ALBERT
(hereinafter referred to as the "Employer")

AND

THE UNITED STEELWORKERS OF AMERICA, LOCAL 5885
(HEREINAFTER REFERRED TO AS THE "Union")

Re: Booking Additional Shifts and Hours for Part-time Auxiliary Nursing Staff:

Additional shifts and hours will be booked whenever possible in blocks of time to enhance quality of service delivery.


The most senior part-time staff member on the unit will be offered available additional shifts and hours when the following conditions are met:

1. On or before the first day of each month, part-time staff are required to enter their name on the unit's "Part-time Availability Roster" along with the dates and types of additional shifts and hours that they are available to work.
2. The requests for additional shifts and hours entered on the "Part-time Availability Roster" must not result in the payment of overtime.
3. We will endeavour to contact staff in person or by telephone. Should the staff member be unavailable or no response received to the telephone call, we will proceed to contact the next most senior part-time staff member on the unit who has indicated their availability for additional shifts and hours on the "Part-time Availability Roster".
4. Once we have contacted part-time staff members on the unit who have indicated their availability for additional shifts and hours and received no response, we will proceed to contact the most senior part-time employee from another unit, who has indicated they are available for additional shifts and hours on the "part-time availability roster" for the floor or unit where the additional shifts and hours are required.
5. Once we have contacted all part-time staff members who have indicated their availability for additional shifts and hours and received no response, we will proceed to contact casual auxiliary nurses in accordance with the casual staff protocol.
6. The parties agree to meet and discuss issues of concern arising out of the procedure for booking additional shifts and hours for part-time auxiliary nursing staff within twelve (12) months from the date of ratification.
7. If the parties mutually agree that the process for booking additional shifts and hours for part-time auxiliary nursing staff is beneficial, the parties will continue the process

and will continue to meet as the need requires to discuss the process.

- 8. After this process has been in effect for a one year trial period, and if the parties are unable to agree to resolve issues of concern arising out of the process described in paragraphs 1-7, either party may terminate this Letter of Understanding by providing the other party with thirty (30) days written notice to do so.

ON BEHALF OF THE YOVILLE HOME

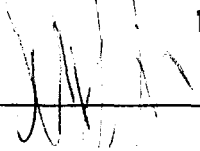


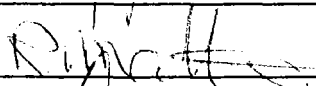
K.G. Dickard

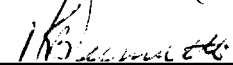
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DATE: March 9, 1996

ON BEHALF OF THE UNITED STEELWORKERS OF AMERICA LOCAL 5885







DATE: March 14/96

Letter of Understanding

THE YOUVILLE HOME (GREY NUNS) OF ST. ALBERT
(hereinafter referred to as the "Employer")

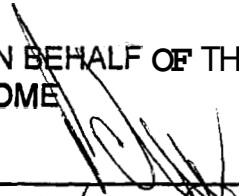
AND

THE UNITED STEEL WORKERS OF AMERICA LOCAL 5885
(hereinafter referred to as the "Union")

Re: Committee to Discuss Issues of Concern

The parties agree that a meeting of Union and Employer representatives shall take place to discuss issues of concern relative to patient care and other matters related to employment which are not covered by this collective agreement. Should the issues raised not be resolved, the Union may choose to make a written presentation of their recommendations to the Board of Directors at an agreed upon time.

ON BEHALF OF THE YOUVILLE HOME

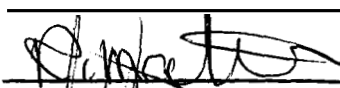


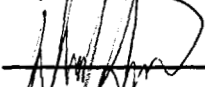
K.G. Richard

M. Jones

DATE: March 9 1968

ON BEHALF OF THE UNITED STEEL WORKERS OF AMERICA LOCAL 5885





R. Bennett

DATE: March 14/68

Letter of Understanding

THE YOUVILLE HOME (GREY NUNS) OF ST. ALBERT
(hereinafter referred to as the "Employer")

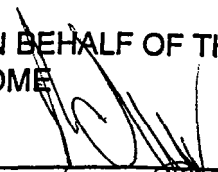
AND

THE UNITED STEEL WORKERS OF AMERICA LOCAL 5885
(hereinafter referred to as the "Union")

Re: Hours of Work and Layoffs

1. Should it be necessary to reduce the hours **of work** or layoff during the life of this Collective Agreement, the senior person will be least affected by the reduction of hours or layoff.
2. **If** reductions in hours or layoffs are to occur, the Employer and the Union will meet within fourteen **(14)** calendar days of the announced reduction to discuss alternatives to the reduction in the hours **of work** or the layoffs.
3. If alternative measures cannot be agreed upon between the Employer and the Union within five (5) calendar days of the meeting referred to in #2 above, the layoffs or reductions in hours will occur affecting least senior employees prior **to** senior employees.
4. Reductions to funding as a result of fluctuations in acuity (CMI) are not subject to the conditions of this Letter of Understanding.
5. This Letter of Understanding is effective from the date of ratification until the date this Collective Agreement expires.

ON BEHALF OF THE YOUVILLE
HOME



K. J. Pickard

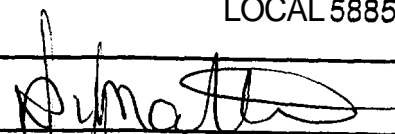
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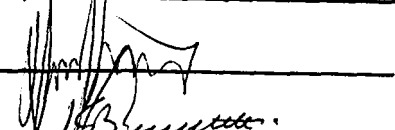
DATE:



Nov 9 1998

ON BEHALF OF THE UNITED
STEEL WORKERS OF AMERICA
LOCAL 5885





B. Brunette

DATE:



Mar 14/98