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EFF.	97	04	01
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No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	JFC		

COLLECTIVE AGREEMENT

BETWEEN

THE GOOD SAMARITAN SOCIETY
(hereinafter referred to as the Employer)

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031
(on behalf of employees employed in General Support Services and Auxiliary Nursing and hereinafter referred to as the Employer)

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COLLECTIVE AGREEMENT made **this** _____ day of _____, A.D.,
1997.

BETWEEN

THE GOOD SAMARITAN SOCIETY
(hereinafter referred to as the Union)
- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031
(on behalf of employees employed in General Support Services and **Auxiliary** Nursing
and hereinafter referred to as the Employer)

PREAMBLE

Agreeing that the primary purpose of the Employer is to provide the community **with**
efficient, competent hospital **services**, it is the intent **of** the parties to:

- (a) ensure the provisions of the best possible service and care;
- (b) protect the interest of patients, employees and the community;
- (c) maintain harmonious relations between the Employer and the Union;
- (d) recognize the mutual value of joint discussions and negotiations in **all** matters
of mutual concern **to** the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS :

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in **this** Collective Agreement, **this**
Collective Agreement, including appendices hereto, **unless** altered **by**
mutual consent of both parties hereto; shall be in force and effect from
and after the date upon which the Canadian Union of Public Employees
and the Employer exchange notice of ratification of **this** Collective
Agreement up to **and including** June 30, 1999 and from year to year
thereafter unless amended or terminated. Notification of desire to
amend or terminate may be given in **writing** by either party during the
period between **sixty** (60) and one hundred and twenty (**120**) days prior
to its expiration date.

1.02 When either party **serves** notice of desire to amend the Collective
Agreement under Article **1.01** above, the negotiating committees shall
exchange any proposed amendments at commencement **of** negotiations.

- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.

ARTICLE 2: DEFINITIONS

- 2.01 **An** "Employee" shall mean any employee of the Employer for whom the **Union** has been certified as bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition, **and** whose employment is designated as:
- (a) "Regular Employee" is one who works on **a** full-time or part-time basis:
- (i) "Full-time Employee" shall mean an employee who **is** scheduled to work the hours specified in Article 16 - Hours of Work.
- (ii) "Part-time Employee" shall mean **an** employee who works scheduled **shifts** pursuant to Article 16.06 provided however that such hours worked **in** any fourteen **(14)** calendar day period shall be less **than** those established for full-time employment. **A** part-time employee will work a minimum of three **(3)** hours per shift.
- (b) "Casual Employee" shall mean an employee who is hired to **fill** a position made temporarily vacant as a result of **a** sickness, **injury**, leave of absence, vacation, or Named Holiday. **A** casual employee may **work** either full-time or part-time hours.
- (c) "Temporary Employee" is one who is hired for a period of **six (6)** months or **less** for a specific job. When **a** Temporary Employee is hired, the Employer **shall** advise the Union **in** writing of the Temporary Employee's name, classification, department and nature of **the** temporary assignment. The term of **employment of** such Temporary Employee may be extended only by mutual agreement **in writing**, between the Employer and the **Union**. **A** Temporary Employee may work either full-time or part-time hours.
- 2.02 (a) Except as specifically stated otherwise, the provisions of **this** Collective Agreement shall apply to Part-Time Employees.

- (b) Casual and Temporary employees do not have a continuing employment relationship with the Employer and except as specifically stated in Article 35 of this Collective Agreement, the provisions of **this** Collective Agreement shall not apply to casual and temporary employees.

- 2.03 "Vacation" means annual vacation with pay.
- 2.04 Where indicated by context or intent of **this** Collective Agreement the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural, and vice versa.
- 2.05 "Shift" means a daily tour of **duty** exclusive of overtime hours. The first shift of the day shall be that **shift** in which the majority of hours fall between midnight and 0800 hours.
- 2.06 "Basic Rate of Pay" shall mean the applicable step **in** the pay range of the employee's classification as set out in the Salaries Appendix.
- 2.07 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: CHANGE IN COLLECTIVE AGREEMENT

- 3.01 Any changes deemed necessary in **this** Collective Agreement may be made in writing by mutual agreement between **the** parties at any time during the existence of **this** Collective Agreement and shall form part of **this** Collective Agreement.

ARTICLE 4: UNION RECOGNITION

- 4.01 The Employer recognizes the Union **as** the sole bargaining agent for the employees covered by **this** Collective Agreement as described in the Certificate of the Labour Relations Board issued pursuant **to** the Labour Relations Code and amendments thereto.
- 4.02 **No** employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of **this** Collective Agreement.
- 4.03 Each party will designate a person or persons and all correspondence between the parties **arising** out of **this** Collective Agreement or incidental thereto shall pass to and from such designated persons.

- 4.04 Persons whose jobs are not in the bargaining unit shall not work on a job which ~~is~~ included in the bargaining unit, except for purposes of instruction, in an emergency, or when regular employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any regular employee. For the purpose of ~~this~~ clause, "persons" shall mean all other employees of the Employer who are not in the bargaining unit.
- 4.05 The Employer recognizes that the Local Union may have the assistance of a C.U.P.E. National or Regional Representative during communications with the Employer and in exercising its rights as outlined in ~~this~~ Collective Agreement.

ARTICLE 5: UNION MEMBERSHIP, SECURITY AND CHECK-OFF

- 5.01 Membership in the Union shall be voluntary on the part of each employee. All employees covered by ~~this~~ Collective Agreement who are members of the Union at the time of ~~signing~~ of ~~this~~ Collective Agreement, or who, in the future, decide to become members of the Union, shall, as a condition of employment, maintain her membership in the Union during the life of ~~this~~ Collective Agreement.
- 5.02 The Employer shall deduct from the wages of employees covered by ~~this~~ Collective Agreement an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system of the Employer. In ~~all~~ instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the ~~fifteenth~~ (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate each employee's name and the amount deducted from each employee.
- 5.03 The Employer ~~will~~ note the individual union dues deducted and enter the amount on T-4 slips issued for income ~~tax~~ purposes.
- 5.04 A representative of the Union shall have the right to make a presentation of up to ~~thirty~~ (30) minutes at the orientation of new employees ~~with~~ respect to the structure of the Local, ~~as~~ well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be ~~compulsory~~, provided further, that a representative of the Employer may be present at such presentation.

ARTICLE 6: MANAGEMENT RIGHTS

- 6.01 Management reserves all rights not specifically restricted by ~~this~~ Collective Agreement.

ARTICLE 7: DISCRIMINATION

- 7.01 The Employer or the Union shall not at any **time** discriminate against any employee on account of creed, colour, nationality, ancestry or place of **origin**, political beliefs, sex, sexual preference, age or **marital status** or because ~~of~~ their connection with trade **union** organizations.

ARTICLE 8: OCCUPATIONAL HEALTH AND SAFETY

- 8.01 The parties to **this** Collective Agreement **will** co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, **and** the Employer agrees to provide safety equipment when required and to **install** devices where necessary.
- 8.02 **A**.hospital Occupational Health and Safety Committee will be established and the **Union** will have the right to designate two **(2)** members of the bargaining unit as members of **this** Committee (one member for those hospitals with less than one hundred (100) employees in the bargaining unit). **This** Committee may include representatives from other employee groups. The number of Employer representatives **on** the Committee **shall** not exceed the number of representatives from the **Union** and other employee groups.
- 8.03 The basic rate of pay **will** be paid to such employee for time spent in attendance at a meeting of **this** Committee.
- 8.04 **This** Committee shall meet at least quarterly at a **mutually** acceptable hour and date. Either the Chairperson or Vice Chairperson may **call** a special meeting of **this** Committee to deal with urgent matters. The terms of reference of the committee will determine the procedure for dealing with such matters.
- 8.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.
- 8.06 The Employer will co-operate with the Committee by providing:
- (a) materials and equipment necessary **to carry** out its functions in accordance with its terms of reference;
 - (b) data **pertaining** to workplace health **and** safety conditions;
 - (c) access to information pertaining to accidents, incidents **or** occupational diseases that occur at the worksite.

- 8.07 The Committee shall assist the Employer:
- (a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;
 - (b) in the development and promotion of measures to protect the safety and health of employees in the Institution and to check the effectiveness of such measures.
- 8.08 The Health and Safety Committee shall **also** consider measures necessary to ensure the safety 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 not 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 have **their** recommendations presented to the Governing Board.
- 8.09 **An** employee's rights shall be respected in accordance with The Occupational Health and Safety Act.
- 8.10 The Employer shall not unreasonably deny committee members access to the workplace to conduct safety inspections, including monitoring.

ARTICLE 9: JOB CLASSIFICATION

- 9.01 The Provincial Health Authorities of Alberta (PHAA) on behalf of the Employer shall provide classification criteria for all Provincial Classifications listed in the "Composite Listing of Classifications and Salary Rates" **to** the Canadian Union of Public Employees Alberta Hospital Employees Committee (hereinafter referred to as the "C.U.P.E.").
- 9.02 The purpose of the classification criteria **is** to provide a guideline for the determination of each employee's classification and shall not be considered as an amendment **to** the established certificates or as a complete **definition** of **any** classification.
- 9.03 **New Classifications**
- {a) In the event that the Employer creates a new classification which is within the scope of the bargaining unit in accordance **with** Article 4.01, and which is not listed in the Salary Appendix, but which is listed as a Provincial Classification in the "composite Listing of Classifications and **Salary** Rates", the basic rate of pay for the new classification shall be the Same as is listed for the Provincial Classification in the "Composite Listing of Classifications and Salary Rates".

- (b) In the event that the Employer creates a new classification which is within the scope of the bargaining unit in accordance with Article **4.01**, and which is not listed as a Provincial Classification in the "Composite Listing of Classifications and **Salary** Rates" the following will occur:
- (i) The P.H.A.A., on behalf of the Employer, shall provide classification criteria for the new classification to the C.U.P.E.
 - (ii) The basic rate of pay for the new classification shall be established by the Employer.
 - (iii) The Employer shall notify the P.H.A.A. and the C.U.P.E. of the basic rate of pay for the new classification as established by the Employer.
 - (iv) In the event that the basic rate of **pay** for the new classification established by the Employer is not acceptable to the C.U.P.E., the C.U.P.E. shall, within ~~thirty~~ **(30)** calendar days from the date they received notification of the basic rate of pay for the new classification, notify the Employer and the P.H.A.A. that they wish to negotiate the basic rate of pay for the new classification established by the Employer.
 - (v) The P.H.A.A., on behalf of the Employer, and the C.U.P.E. shall meet **to** negotiate the basic rate of pay for the new classification established by the Employer.
 - (vi) If a satisfactory conclusion to such negotiations is not reached within **sixty** (60) calendar days from the date that the C.U.P.E. received the basic rate of pay for the new classification established by the Employer, the Union shall have an additional fourteen **(14)** calendar days **to** refer, in writing, the matter of basic rate of pay for the new classification established by the Employer to Arbitration **in** accordance with Article **12.02**, Step **IV** - Arbitration.

9.04 **Change to Existing Classifications**

In the event that the P.H.A.A. changes the classification criteria of a Provincial Classification listed in the "Composite Listing of Classifications and Salary Rates" the following will occur:

- (a) The P.H.A.A. shall provide the changed classification criteria to the C.U.P.E.
- (b) If changes to the classification criteria have the effect of significantly altering the core functions of **an** existing Provincial Classification, the C.U.P.E. may, within thirty (30) calendar days from the date they received notification of the change, notify the P.H.A.A. that they wish **to** negotiate the basic rate of pay of that Provincial Classification.
- (c) If the C.U.P.E. is notified of the change to the classification criteria ~~within~~ the four **(4)** month period prior to the expiration date of the Collective Agreement, such negotiation and resolution of the basic rate of pay **shall** occur **during** the negotiation of the next Collective Agreement between the parties.
- (d) If the C.U.P.E. is notified of the change to the classification criteria before the four **(4)** month period prior to the expiration date of the Collective Agreement, the following provisions shall apply:
 - (i) the P.H.A.A. and the C.U.P.E. shall meet **to** negotiate the basic rate of pay for the Provincial Classification for which the classification criteria has been changes:
 - (ii) if a satisfactory conclusion to such negotiations is not reached within **sixty** (60) calendar days from **the** date that the C.U.P.E. received notification of the changed classification criteria, the Union shall have an additional fourteen **(14)** calendar days to refer, in **writing**, the matter of the basic rate of pay for the Provincial Classification for which the classification criteria has been changed, to Arbitration in accordance ~~with~~ Article 12.02, Step IV • Arbitration.

9.05

Change in Job Content

In the event that the primary functions of **a** position ~~within~~ the bargaining unit are changed, the Employer shall determine the appropriate Provincial Classification for such position, subject to **an** appeal by the incumbent regular employee in accordance with Article 12: Grievance Procedure, commencing at Step II.

9.06 Classification Adjustment

In the event the Employer changes the classification allocation of the work being performed by a regular employee, to a classification with a lower basic rate of pay, such employee, while employed in such position, shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay, at which time she **will** then receive the basic rate of pay for the classification to which the position is allocated.

9.07 The time **limits** outlined in Articles **9.03** and **9.04** may be extended by mutual consent in writing between the C.U.P.E. and the P.H.A.A.

9.08 In the event that the C.U.P.E. or the Union does not comply with the time limits established in Article **9.03** the basic rate of pay established by the Employer for the new job classification shall prevail.

9.09 In the event that the C.U.P.E. or the Union does not comply with the time limits established in Article **9.04**, the basic rate of pay for the Provincial Classification for which the classification criteria has been changed shall prevail.

9.10 An Arbitration Board established in accordance with Articles **9.03**, **9.04** and **9.05** shall have the authority to deal with the establishment and effective date of a basic rate of pay for a matter that has been referred to the Arbitration Board.

ARTICLE 10: BULLETIN BOARDS

10.01 The Employer shall provide Bulletin Boards which shall be placed **so** that all employees shall have access to them and upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to employees. It is not the intention of the Union to post **anything** objectionable to the Employer.

ARTICLE 11: SHOP STEWARDS

11.01 The Shop Steward System is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of other employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized as Shop Stewards.

11.02 Union Officers **will** be recognized as Shop Stewards for the purpose of **this** Article.

- 11.03 The Employer agrees that the Shop Steward shall not be hindered, coerced or interfered with in any way in the performance of her function while **investigating** disputes and presenting adjustments. The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer **and** that she will not leave her work during working hours except **to** perform her duties **as** provided **in this** Collective Agreement. Therefore, no Shop Steward shall leave her work without obtaining the permission of her supervisor, **such** permission shall not be unreasonably withheld.
- 11.04 Shop Stewards shall suffer no loss in pay for time spent on the Employer's premises in performing their duties as Shop Stewards.

ARTICLE 12: GRIEVANCE PROCEDURE

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

12.02 **Settling of Disputes and Grievances**

An employee or the Local Union shall have the right at any time to have the assistance of a C.U.P.E. Representative.

Step I

- (a) **An** employee who believes that she has a problem arising out of the interpretation, application or alleged violation of **this** Collective Agreement shall first discuss the matter with her immediate supervisor within seven (7) days of the date she first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that person from whom an employee **normally** receives her work assignments. The employee shall have the right to be accompanied by a Shop Steward or **Local** Union Officer while discussing the matter with her immediate supervisor. **A** sincere attempt shall be made by both parties **through** discussion **to** resolve the problem at **this** level. The immediate supervisor shall advise the employee of her decision **within** seven (7) days of the date the matter was **first** discussed.

- (b) In the event that the difference affects two (2) or more employees, those ~~so~~ affected, or the Union, within fourteen **(14)** days of the date they first became aware of or reasonably should have become aware of the occurrence, may make a written request to the Director that the grievances be grouped and dealt with ~~as~~ a single grievance commencing ~~at~~ Step II. A request to group such grievances will not be unreasonably denied.

In the event an employee alleges that she has been dismissed or suspended without just cause, she may commence her grievance at Step III, within fourteen **(14)** days of the occurrence.

step II

If the grievance is not resolved under Step I above, the grievance shall, within seven **(7)** days of the decision of the immediate supervisor, be forwarded in writing by the Union and the employee concerned, to the employee's Director or designate, specifying the nature of the grievance and the redress sought. The Director or designate shall render a decision in writing to the Union within seven **(7)** days of the receipt of the grievance.

step III

If the grievance is not resolved under Step II above, the Union ~~shall~~, within seven **(7)** days of receipt of the written decision of the Director or designate, submit the grievance in writing to the Vice-Resident, Continuing Care, who ~~shall~~ render a decision in writing to the Union within seven **(7)** days of receipt of the grievance.

Step IV - Arbitration

- (a) If the grievance ~~is~~ not settled under Step III above, the Union shall within ten (10) days of receiving the decision of the Vice-Resident, Continuing Care, notify the Employer in writing of its intention to submit the grievance to arbitration and shall ~~inform~~ the Employer of the Union's nominee to an Arbitration Board. The Employer shall, within ten (10) days of receipt of such notice, notify the Union ~~of~~ the Employer's nominee to the Arbitration Board. The two **(2)** appointees ~~so~~ named shall, within ten (10) days, appoint a third person who shall be the Chairperson of the Arbitration Board.
- (b) If the two (2) members fail to appoint ~~a~~ third person within the time limits, the Minister of Labour shall appoint a third member who shall be Chairperson of the Arbitration ~~Board~~.

- (c) The Arbitration Board shall hear and determine the difference and shall issue an award in **writing**, and the decision is final and binding upon the parties and upon the **employee(s)** affected by it. The decision of the majority of the Board **is** the award of the Arbitration Board. When **there** is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- (d) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two **(2)** parties shall bear equally the expenses of the Chairperson.
- (e) The Arbitration Board by its decision shall **not** alter, amend or change the provisions of **this** Collective Agreement.

12.03 Throughout **this** Article, the reference to "days" shall not include Saturdays, Sundays, or Named Holidays.

12.04 The time **limits** specified **throughout the** steps of the grievance procedure may be extended by **mutual** consent in **writing** between the Union and the Employer.

12.05 Should the employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and **shall** be abandoned. 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.

No grievance shall be prejudiced or technically defeated by:

- failure to respond to the specified time limits where such failure does not exceed twenty (20) days;
- failure to respond to the specific authority **identified** in the collective agreement;
- failure to identify a specific clause or sub-clause in the collective agreement.

The parties shall at **all** times provide information **relevant to** the grievance in order to facilitate an orderly and **confidential** investigation of grievances, provided that provision of information does not violate the Freedom of Information and Protection of Privacy Act.

12.06 Policy Grievance

- (a) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within seven (7) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.
- (b) A policy grievance involving only one (1) department may be submitted at Step II. A policy grievance involving more than one (1) department may be submitted at Step III.

12.07 Replies in Writing

Except for Step I, replies to grievances shall be in writing at all stages.

12.08 Facilities for Grievances

The Employer shall supply the necessary facilities for joint grievance meetings.

12.09 Grievances affecting departments other than the employee's department (i.e. transfers and promotions), will be commenced with the Director of the affected department.

12.10 In the event that any management Officers as named in the grievance steps are one and the same, the subsequent Step will be deemed to have been complied with.

ARTICLE 13: PROBATION PERIOD

13.01 A newly hired regular employee shall serve a probation period. If such employee is determined by the Employer to be unsatisfactory, she may be dismissed at any time during the probation period without notice.

13.02 If a probationary regular employee is transferred to another classification she will be required to complete a new probation period commencing on the date of transfer.

13.03 A regular employee will be kept advised of her progress during the probation period.

13.04 (a) The probation period for a regular employee consists of three hundred and twenty-five (325) hours worked from the date the last period of continuous employment commenced.

- (b) The probation period may be extended by an additional three hundred and twenty five (325) hours or less for reasons other than those specified in Article 13.02 by mutual agreement in writing between the Employer, the Union and the employee. However, in no event will an employee's total probation period exceed ~~six~~ hundred and fifty (650) hours.

ARTICLE 14: SALARIES

14.01 The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Appendix which ~~is~~ attached to and forms a part of **this** Collective Agreement, and shall be effective from and after the dates specified.

14.02 Employees shall advance from "Pay Step 1" to "Pay Step 2" as set out in the Salaries Appendix upon completion of **2022.75** hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of 1813.50 hours worked at each subsequent Pay Step in the pay range.

14.03 (a) When a regular employee achieves a position in a classification with the same end rate as her present classification, such employee shall move to the Pay Step which has a rate which is equal to her present basic rate of pay, or if there ~~is~~ no such Pay Step, she shall move to the Pay Step that has a basic rate that is next higher to her present basic rate of pay.

(b) When a regular employee achieves a position ~~in a~~ classification with an end rate that is greater than the end rate of her present classification, and the employee has not yet achieved "Pay Step 2" in her present pay range, she shall be advanced to "Pay Step 1" in the higher pay range and will then move to "Pay Step 2" as soon ~~as~~ she completes **2022.75** hours worked (~~inclusive~~ of those hours worked in her former classification); however, ~~if~~ "Pay Step 1" of the higher pay range is less than "Pay Step 1" in her present pay range, she shall be advanced to the next ~~Pay~~ Step that provides her with an increase in her basic rate of pay.

~~When~~ a regular employee achieves a position in a classification with ~~an~~ end rate that is greater than the end of her present classification, and the employee has achieved "Pay Step 2" or greater in the pay range for her present classification, she shall advance to "Pay Step 2" in the higher pay range, however, if "Pay Step 2" in the higher pay range has a basic rate of pay less than the employee's current basic rate of pay, she shall be advanced to the next Pay Step that provides her with an increase in her basic rate of pay.

- (d) When a regular employee achieves a position in a classification with an end rate that is less than her present classification, she shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in her present basic rate of **pay**.

- 14.04 Should the Employer issue an employee an overpayment of wages and/or entitlements, then the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the employee, repayment arrangement shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting up to ten percent (10%) of the employee's gross earnings per pay period.

ARTICLE 15: PAYDAY8

- 15.01 Employees shall be paid not less frequently than twice monthly by direct deposit.

ARTICLE 16: HOURS OF WORK

- 16.01 It **is** understood and agreed that work shall provide for a continuous operation Monday through Sunday. **Also**, a weekend is defined as Saturday and Sunday.
- 16.02 Shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. When a change is made in the regular employee's scheduled work days the employee shall be informed and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days' notice, the regular employee shall be paid at one and one-half times (1 1/2X) the basic rate of pay for **all** hours worked on the first **shift** of the changed schedule.
- 16.03 On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of the conversion to **Mountain** Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by **said** Act for the resumption of Daylight Saving Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

- 16.04** In the event a regular employee reports for work as scheduled and is requested by the Employer to report for a later **shift**, the regular employee shall be compensated by payment of three **(3)** hours pay at her basic rate of pay.
- 16.05**
- (a) **Normal** hours of work, exclusive of meal periods, for regular full-time employees, shall be:
 - (i) seven and three-quarter (**7 3/4**) work hours per day; and
 - (ii) seventy-seven and one-half (**77 1/2**) work hours in fourteen **(14)** calendar day period.
 - (b) Regular full-time employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and **nights**) shall be assigned not less than one-third (**1/3**) day shifts during a **shift** cycle; unless otherwise mutually agreed to between the Employer and the Union. The Employer **shall** consider a request by such employee(s) to work permanent evenings and/or night shifts.
 - (c) Unless otherwise mutually agreed between the Employer and the Union, **shift** schedules for regular full-time employees shall provide for:
 - (i) not more than **two (2)** different **shift starting** times between scheduled days **off**;
 - (ii) at least two **(2)** consecutive days off in a fourteen **(14)** calendar day period;
 - (iii) not more than **six (6)** consecutive days of work without receiving her days **off**;
 - (iv) at least **fifteen and one-half (15 1/2)** hours between scheduled **shifts**, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, **at least twelve (12)** hours between scheduled **shifts**;
 - (v) no split **shifts**; and
 - (vi) days **off** to be scheduled in such a way as to equally distribute weekends off over **a shift** cycle among the regular full-time employees who perform the work involved.

- (d) All full-time employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of 3.875 hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the employee and the Employers.

16.06 Part-Time Employees

- (a) Hours of work for regular part-time employees, shall be:
- (i) up to seven and three-quarter (7 3/4) hours in any one (1) day, exclusive of meal periods;
 - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed 5:2 averaged over one (1) work cycle of not more than fourteen (14) calendar days.
- (b) Regular part-time employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle; unless otherwise mutually agreed to between the Employer and the Union. The Employer shall consider a request by such employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular part-time employees shall provide for:
- (i) not more than two (2) different shift starting times between days off;
 - (ii) at least two (2) consecutive days off in a fourteen (14) calendar day period;
 - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;
 - (v) no split shifts; and

- (vi) excepting part-time employees who are employed specifically for weekend work, days ~~off~~ to be scheduled in such a way as to equally distribute weekends ~~off~~ over a shift cycle ~~among~~ the regular ~~part-time~~ employees who perform the work involved.
- (d) All part-time employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of 3.875 hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the employee and the Employer.
- (e) Regular part-time employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available regular part-time employees who have requested additional hours of work. Provided that the operation of the facility is not compromised, the Employer shall endeavour to offer additional hours of work to regular part-time employees first, then to casual employees.
- (f) The basic rate of pay will prevail for additional hours of work assigned to a regular ~~part-time~~ employee beyond her scheduled hours provided:
 - (i) she accepts the assignment;
 - (ii) the hours worked do not exceed seven and three-quarter ($7\frac{3}{4}$) hours per day;
 - (iii) the hours worked do not exceed seventy-seven and one-half ($77\frac{1}{2}$) hours over a period of fourteen (14) calendar days;
 - (iv) the part-time employee does not work in excess of six (6) consecutive days without days off;
 - (v) the part-time employee does not work in excess of ten (10) days in a fourteen (14) day period; and
 - (vi) if the hours worked would constitute a split shift, the call back provisions of Article 19 will apply.

When a regular part-time employee accepts additional hours as per the preceding conditions her schedule shall not be considered to have been changed and therefore Article 16.02 does not apply.

- 16.07 Optional scheduling provisions may be mutually agreed to in writing between the Employer and the Union. The Employer shall consider any optional schedule which is proposed in writing by the Union.

ARTICLE 17: OVERTIME

- 17.01 The Employer shall determine when overtime is necessary and for what period of time it is required. **All** authorized overtime worked in excess of and in conjunction with seven and three-quarter (7 3/4) hours per day shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay for the first three (3) hours and two times (2X) the basic rate of pay thereafter.
- 17.02 Failure to provide at least fifteen and one-half (15 1/2) hours rest between scheduled shifts, or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (15 1/2) hours rest between scheduled shifts.
- 17.03 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.
- 17.04 Overtime shall be shared as equally as possible among employees who perform the work involved.
- 17.05 Employees required to work by the Employer on their scheduled days off shall be paid one and one-half times (1 1/2X) the basic rate of pay for the first three (3) hours and two times (2X) the basic rate thereafter for hours worked on each such day.
- 17.06
- (a) **An** employee may request time off in lieu of overtime worked to be taken in conjunction with her annual vacation by mutual agreement.
 - (b) In the event mutual agreement between the employee and the Employer is not reached, time off in lieu of overtime may be taken at another mutually agreeable time within three (3) months of the pay period in which the overtime was worked,
 - (c) **The** off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.

- (d) **Failing** mutual agreement under (a) or (b) above, the Employer shall effect payment of overtime pay at the applicable overtime rate.

17.07 In the event that any **two (2)** of the **following** premiums apply simultaneously, the greatest of the applicable premiums **will** be paid:

- (i) overtime,
- (ii) Named Holiday premium,
- (iii) Call back premium.

ARTICLE 18: ON CALL

18.01 On-call duty shall mean any period during which a regular employee is not working but **during** which the employee is required by the Employer to be readily available to respond without undue delay **to any** request to report **for** work.

18.02 For each assigned hour **of** authorized on-call duty, a regular employee shall be paid:

- (a) **on** regularly scheduled days **of work**, the sum of one dollar and twenty-five cents (\$1.25) per hour; and
- (b) on scheduled days off and Named Holidays, the sum of one **dollar** and fifty cents (\$1.50) per hour. **A** Named Holiday or scheduled day **off** shall **run** from 0001 hours **on** the Named Holiday or scheduled day **off to** 2400 hours of the **same** day.

18.03 Where mutually agreed between the Employer and the employee, the employee may receive time off in lieu of On-Call premiums. The time equivalent shall **be** calculated **by** dividing the **total** dollar amount of the above noted payment by the regular employee's basic rate of pay at the **time** that the **time off** is taken.

18.04 When an employee **is** supplied **a** pocket pager by the Employer for the purpose **of** on-call duty, there shall be no cost to the employee for the use of the pocket pager.

ARTICLE 19: CALL-BACK

19.01 A regular employee who is called back to work during the on-call period shall not be paid for those hours worked during the on-call period in accordance with Article 18, but shall be paid for the hours worked during the on-call period in accordance with the call-back provisions of Article 19.

19.02 Full-Time Employee.

A regular full-time employee who is called back and required to return to work outside of her regular hours shall be paid for any one (1) call at either:

- (a) the overtime rate as specified in Article 17.01; or
- (b) four (4) hours at the basic rate of pay; whichever is greater.

19.03 Part-Time Employee.

A regular part-time employee who has completed a shift and is called back and required to return to work outside the part-time employee's regular hours shall be paid for any one (1) call at either:

- (a) the overtime rate as specified in Article 17.01, or
- (b) four (4) hours at the basic rate of pay; whichever is greater.

ARTICLE 20: PREMIUMS

20.01 Weekend Premium

A weekend premium of fifty cents (\$.50) per hour shall be paid to an employee working a shift wherein the majority of such shift falls during a sixty-four (64) hour period commencing at 1500 hours on Friday.

20.02.1 Shift Premium

A shift premium of seventy-five cents (\$.75) per hour will be paid to an employee working a shift whereby the major portion of such shift is worked between 1500 hours and 0700 hours.

ARTICLE 21: TRANSPORTATION ALLOWANCE

- 21.01 **An** employee who normally travels from the facility to her place of residence by means of public transportation following the completion of her duty shift but who is prevented from doing **so** by being required to remain on duty longer **than** her 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 facility to her place of residence.
- 21.02 **An** employee who is called back to the facility shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the employee travels for such purpose by private automobile, reimbursement shall be at the rate of twenty-eight cents (\$.28) per kilometre from the employee's residence to the Facility and return.

ARTICLE 22: ANNUAL VACATION**22.01 Vacation Entitlement for Full-Time Employees**

- (a) During each year of continuous service in the employ of the Employer, a regular full-time employee **shall earn** entitlement to a vacation with pay. The rate of **earning** entitlement **shall** be as follows:
- (i) during the first (1st) to third (3rd) years of such employment a full-time employee earns a vacation time of fifteen (15) **working** days;
 - (ii) during the fourth (**4th**) to fourteenth (14th) years of such employment a full-time employee earns a vacation time of twenty (20) **working** days;
 - (iii) during the fifteenth (15th) **to** twenty-fourth (24th) years of such employment **a** full-time employee earns **a** vacation **time of twenty-five (25) working** days.
 - (iv) during the twenty-fifth (25th) and subsequent years of such employment a full-time employee earns a vacation time of **thirty (30) working** days.

22.02 (a) Vacation Entitlement for Part-Time Employees

Vacation entitlement for regular part-time employees, shall be in accordance **with** the following formula: **the** hours worked as defined in Article 22.03 multiplied **by** the applicable rate of:

- (i) ~~six~~ percent (6%) during the first (1st) to third (3rd) continuous years of employment; or
 - (ii) eight percent (**8%**) during the fourth (4th) to fourteenth (14th) continuous years of employment; or
 - (iii) ten percent (10%) during the fifteenth (15th) to twenty fourth (24th) continuous years of employment; ~~or~~
 - (vi) twelve percent (**12%**) during the twenty-fifth (25th) and subsequent continuous years of employment.
- (a] During each year of continuous service in the employ of the Employer, regular part-time employees shall ~~earn~~ entitlement to vacation time ~~off~~ to be taken and such entitlement ~~is~~ governed by the total length of such service as outlined below. Vacation time ~~off~~ commences on the first (1st) regularly scheduled work day away on vacation leave and ends on the first (1st) regularly scheduled work day back from vacation leave. **A** regular part-time employee shall receive vacation pay in accordance with Article 23.09:
- (i) during the first (1st) ~~to~~ third (3rd) years of such employment an employee earns a vacation time of twenty-one (21) calendar days; or
 - (ii) during the fourth (4th) to fourteenth (14th) years of such employment an employee earns a vacation time of twenty-eight (28) calendar days; or
 - (iii) during the ~~fifteenth~~ (15th) to twenty-fourth (24th) years of such employment an employee earns a vacation time of thirty-five (35) calendar days; or
 - (iv) during the twenty-fifth (25th) and subsequent years of such employment an employee earns ~~a~~ vacation time of ~~forty-two~~ (**42**) calendar days.

22.03 **Hours of Work Recognized for Determining Vacation Pay**

Only those hours of work paid at the basic rate of pay and on ~~a~~ named holiday to a maximum of ~~seven~~ and three-quarter ($7\frac{3}{4}$) hours ~~will~~ be recognized for the purposes of determining vacation pay.

22.04 **Cessation of Vacation Accrual**

- (a) There shall be no accrual of vacation pay or time entitlements during:

- (i) layoff; or
- (ii) a leave of absence without pay which is in excess of thirty (30) consecutive calendar days:
- (iii) an absence while in receipt of disability insurance or Workers' Compensation benefits which is in excess of thirty (30) consecutive calendar days.

22.05 Time of Vacation

- (a) 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 that year.
- (b) Where employees have submitted their requests for vacation Within the time frame of **January** 1st to March 15th stipulated in Article 22.05(a), vacation dates shall be allocated based on seniority, where it is operationally possible to do **so**. Request for vacation which are submitted after March 15th shall be dealt with on a **first-come**, first-serve basis. A regular employee who chooses to **take** her vacation in broken periods shall be allowed to exercise her preference as to choice of vacation dates for only one **(1)**vacation period.
- (c) Requests **to** use vacation shall be subject **to** the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the requested vacation.
- (d) A regular employee shall be entitled to **an** unbroken period of vacation equal to one (1)year's vacation accrual, unless otherwise mutually agreed between the employee and the Employer.
- (e) Vacation **time** off commences on the **first** (1st) regularly scheduled **work** day away on vacation leave and ends on the first (1st) regularly scheduled work day back from vacation leave.
- (f) The Employer may establish a limit **to** the amount of vacation **an** employee is entitled to **maintain** on **an** ongoing basis. The Union shall be advised in the event **the** established limit is amended. Currently, employees shall be permitted to **maintain** a level of vacation entitlement equal to ten (10)weeks paid vacation.
- (g) **No** regular employee may continue to work and draw vacation pay in lieu of **taking** her vacation.

(h) In no circumstances will the Employer permit an employee to take less than fourteen (14) calendar days of vacation time within a calendar year.

22.06 Should a regular employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" during the course of her vacation, she shall be considered to be on sick leave for the period of the stay in hospital, and subsequent period of recovery, subject to the provisions of Article 25 (Sick Leave). Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.

22.07 Vacation Pay upon Termination

An employee leaving the service of the Employer at any time before she has exhausted the vacation credit to which she is entitled, shall receive payment for all unused vacation at the basic rate of pay.

ARTICLE 23: NAMED HOLIDAYS

23.01 Any reference to Named Holidays in this Agreement applies to the following days:

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

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

- (a) the Municipal Government in which the Institution is located; or
- (b) the Province of Alberta; or
- (c) the Government of Canada.

In addition to the foregoing Named Holidays, Full Time Employees who are in the employ of the Employer on January 1st of each calendar year shall be granted an additional "floater" holiday to be taken in that calendar year. The "floater" shall be taken at a time to be mutually agreed upon by the Employer and the employee.

- 23.02** No payment **shall** be due for the Named Holiday which occurs during:
- (a) a lay-off; or
 - (b) all forms of leave during which a **regular** employee is not paid; or
 - (c) **an** absence while in receipt of disability insurance or Worker's Compensation Benefits.
- 23.03** In the event that there is a change to Name Holidays made by either the Provincial, Civic or Federal governments, **this** Collective Agreement will **still** reflect not less than eleven (11) Named Holidays.
- 23.04** **A** full-time employee shall be entitled to a day **off** with pay on or for a Named Holiday provided she:
- (a) works 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;
 - (b) works on the Named Holiday when scheduled or required to do **so**.
- 23.05** Subject to Article 17.01 **a** full-time employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one and one-half times (1 1/2X) the basic rate of pay plus:
- (a) by mutual agreement, a day added to the full-time employee's next annual vacation, or
 - (b) a mutually agreeable day **off** with pay in conjunction with the full-time employee's regular days **off** **within** ~~thirty~~ (30) days either before or after the **Named** Holiday; or
 - (c) one **regular** day's pay.
- 23.06** Subject to Article **24.04** when a Named Holiday falls during a full-time employee's **annual** vacation the employee **shall** receive:
- (a) by mutual agreement, a day **off** with pay added to the full-time employee's **annual** vacation; or
 - (b) a mutually agreeable day **off** with pay in conjunction with the full-time employee's regular days **off** **within** ~~thirty~~ (30) calendar days of the full-time employee's return from **annual** vacation; or
 - (c) one (1) day's regular pay in lieu of the Named Holiday.

- 23.07** When a Named Holiday falls on a full-time employee's regularly scheduled day off, the full-time employee shall receive:
- (a) by mutual agreement a day ~~off~~ with pay added to the full-time employee's next annual vacation; or
 - (b) a mutually agreeable day ~~off~~ with pay ~~in~~ conjunction with the full-time employee's regular days ~~off~~ within ~~thirty (30)~~ calendar days, either before or after the Named Holiday; or
 - (c) one (1) regular day's pay in lieu of the Named Holiday.
- 23.08** When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday as the day ~~off~~ in lieu of the Named Holiday. If such designated day ~~off~~ is a full-time employee's regularly scheduled day ~~off~~, such employee shall then be entitled to the provisions of Article ~~24.07~~.
- 23.09** **Part-Time Employees**
- (a) A part-time employee who works on a Named Holiday shall be paid at the rate of one and one-half times (~~1 1/2~~~~X~~) her basic rate of pay for all hours worked;
 - (b) Part-time employees shall be paid, four decimal ~~six~~ percent (~~4.6~~~~%~~) of their earnings paid at the basic rate and of their vacation pay, in lieu of Named Holiday pay.
- 23.10** Regular employees who are required to work on Named Holidays shall be scheduled through an equitable rotation of ~~shifts~~ worked on Named Holidays.

ARTICLE 24: SICK LEAVE

- 24.01** Sick Leave is defined as a form of insurance against illness, quarantine by a ~~Medical Officer~~ of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 24.02** After a regular employee has completed her probation period she shall be allowed a credit for sick leave from the date of employment provided however, that a regular employee shall not be entitled to apply sick leave credits prior to the completion of her probation period.
- 24.03** Sick leave credits shall not accrue during:
- (a) any period of sick leave in excess of ~~thirty (30)~~ calendar days; or

- (b) a layoff; or
- (c) a leave of absence without pay which is in excess of ~~thirty~~ (30) calendar days: or
- (d) an absence while in receipt of disability insurance or Workers' Compensation benefits which ~~is~~ is in excess of ~~thirty (30)~~ calendar days.

24.04 A regular 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 regular employee's accumulated credits at ~~the time~~ sick leave commenced.

24.05 When an employee ~~is~~ is required to travel for the purpose of medical referral and/or treatment and ~~is~~ is unable to schedule such time outside of her work hours, she shall have the right to ~~utilize~~ utilize sick leave credits for such absence, provided such employee notified the Employer as soon as possible ~~in~~ in advance of the appointment and provided, that she ~~submits~~ submits satisfactory proof of attendance at such appointment when required by the Employer to do so.

24.06 Regular employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine.

24.07 When a regular employee has accrued the ~~maximum~~ maximum sick leave credits she shall no longer accrue sick leave credits ~~until~~ until such time as her total accumulation is reduced below the ~~maximum~~ maximum. At that time she shall recommence accumulating sick leave credits.

24.08 An employee who has exhausted her sick leave credits during the course of an illness, and the illness ~~continues~~ continues, shall be deemed to be on leave of absence without pay for the duration of the ~~illness~~ illness or as provided below. The employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with fourteen (14) days' notice of readiness to return to work:

- (a) an employee ~~who~~ who is capable of performing the duties of her former classification, shall be reinstated ~~by~~ by the Employer ~~in~~ in the same classification which she held immediately prior to her absence:

- (b) an employee who is not capable of performing the duties of her former classification, but who is capable of performing a job within the **Bargaining Unit**, shall have a reasonable effort made by the Employer to place her in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Collective Agreement:
- (c) at the expiration of either twenty-four **(24)** months from the last day of paid sick leave or twenty-four **(24)** months from the first **(1st)** day of Long Term Disability entitlement, whichever **is** greater, **an** employee who is not capable of returning to work pursuant to (a) or (b) above shall be considered to have terminated her employment relationship with the Employer.

24.09 Regular employees reporting sick shall do **so** to the Employer as soon as possible in order that a replacement may be arranged for or duties re-distributed. Failing to do **so**, the regular employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the regular employee should have reported for work and the time at which the regular employee reported.

24.10 Upon the request of **an** employee, the Employer **shall** advise the employee of the amount of her accumulated sick leave credits.

24.11 Full-Time Employees

Sick leave credits for a full-time employee shall be earned and computed 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.

24.12 Part-Time Employees

- (a) Sick leave **credits** for a part-time employee shall be prorated based on hours paid.
- (b) When a regular part-time employee accepts **an** assignment for additional hours of work and then reports sick for such assignment, the employee shall not be entitled to utilize sick leave credits for such assignment.

ARTICLE 26: WORKERS' COMPENSATION

25.01 Workers' Compensation **Board** coverage will be provided by the Employer for an employee.

- 25.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. **An** employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave credits or vacation entitlement during the period of absence.
- Employees shall not be entitled to a compensating day **off** in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 25.04 **An** employee who has been on Worker's Compensation in excess of thirty (30) days 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 weeks written notice of readiness to return to work. The Employer **may** accommodate return **to** work sooner than 14 days where possible.
- 25.05 **An** employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act shall receive ninety percent (90%) of net salary, as defined by the Workers' Compensation Board provided she assigns over to the Employer on proper forms the monies due to her from the Workers' Compensation Board for time lost due to **an** accident.
- 25.06 The parties recognize that the Employer may be required to reconcile payments to the employee with subsequent assigned payments from the Workers' Compensation Board.
- 25.07 **The** parties agree that the individual employee shall keep the Employer informed of the prognosis of her condition, to the extent possible, in a timely fashion.

ARTICLE 26: HEALTH BENEFITS

- 26.01 When the enrolment and other requirements of the benefit carriers have been met, the Employer shall take steps to contract for and implement the following group plans:
- (a) Alberta Health Care Insurance Plan.
 - (b) **An** Allied Health Plan which provided 100% reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.

- (c) A Prescription Drug Plan which provides 80% reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.
- (d) A Dental Plan which provides 80% reimbursement of eligible basic services; 50% reimbursement of eligible extensive services; and 50% reimbursement of eligible orthodontic services up to the established maximums provided for within the benefit carrier contract.

A maximum annual reimbursement of fifteen hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services.

Orthodontic Services shall be subject to a lifetime maximum reimbursement of fifteen hundred (\$1,500) per insured person.
- (e) At the Employers' option a "Supplementary Unemployment Benefit (SUB) Plan" to supplement an eligible employee's Employment Insurance to meet the Employer's obligation to provide benefit payments to an employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.
- (f) A Group Insurance Plan, inclusive of:
 - (i) Basic Life Insurance Basic Accidental Death and Dismemberment Insurance;
 - (ii) Long Term Disability Insurance (income replacement during a qualifying disability equal to **sixty** percent (60%) of basic monthly **earnings** at the basic rate **of** pay to the established maximum following a one hundred and twenty **(120)working** day elimination period);

26.02 The implementation and operation of the Benefit Plan referred to above shall, at **all** times, be subject to and governed by the terms and conditions outlined in the Benefit Plan Information Brochures and the terms and conditions of the policies **or** contracts entered into with the benefit carriers. The Employer shall make available to **all** Employees participating in these Plans, copies of information booklets of these Plans.

26.03 The Employer shall implement these plans with the premium costs being shared seventy percent (70%) by the Employer and **thirty percent (30%)** by the regular employee.

Part-Time Employees

- 26.04 Subject to the preceding provisions where it ~~is~~ anticipated that a part-time employee will work a minimum of fifteen (15) hours per week, averaged over a calendar year she shall participate in the Health Benefits Plans.
- 26.05 The Employer shall advise employees of all rate changes pursuant to Article 26.

ARTICLE 27: PENSION PLAN

- 27.01 Eligible employees shall participate in the Local Authorities Pension Plan.
- 27.02 The Employer ~~shall~~ make available to ~~all~~ eligible employees copies of the ~~Local~~ Authorities Pension Plan information booklets.

ARTICLE 28: LEAVES OF ABSENCE**28.01 General Policies Governing Leaves of Absence**

- (a) Application for leave of absence shall be submitted in **writing**, to the Employer as early as possible in order that ~~staff~~ substitutions may be arranged. Applications shall indicate the date ~~of~~ departure of leave and the date of return. Permission for leave of absence will not be ~~unfairly~~ withheld and where permission is denied reasons ~~will~~ be given.
- (b) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of one (1) month.
- (c) Subject to Article ~~23.02~~ employees shall not be entitled to named holidays with pay, ~~which~~ may fall during a period ~~of~~ leave of absence without pay.
- (d) ~~During~~ leaves of absence without pay of longer than ~~thirty (30)~~ calendar days, subject to ~~approval~~ by the ~~insurer(s)~~, employees may elect to maintain coverage of contributory plans specified in Article 26, provided that the employee makes prior arrangements to pay ~~full~~ premium costs. In failure ~~to~~ remit the ~~full~~ payment required above, reinstatement in any and ~~all~~ plans shall be subject to the enrolment and other requirements of the underwriter.

- (e) **An** Application for Leave of Absence for more than a period of twelve **(12)** months requires approval by a Vice-President.

28.02 Leave - Union Business

Provided the efficiency of the facility shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to regular employees elected or appointed to represent the Union at Union Functions, Workshops, Seminars or Schools.

- 28.03** Representatives of the Union shall be granted time **off** without loss of seniority and without pay to participate in negotiations with the Employer.

- 28.04**
- (a) The Employer recognizes the **right** of a regular employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay **so** that a regular employee may be **a** candidate in federal, provincial or municipal elections.
- (b) Regular employees who are elected to public **office** shall be allowed leave of absence without pay but with no loss of seniority during their term of office.
- (c) Regular employees who are elected or selected for a **full-time** position with the Union, or any body with which the Union **is** affiliated, **shall** be granted leave of absence without pay but with **no loss** of seniority for a period of up to one (1) year. Such leave shall be renewed each year, on request during their term of office.

28.05 Parental Leave

- (a) **A** regular employee who has **six (6)** months of continuous service shall, upon her written request, be granted Maternity Leave to become effective eight (8) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commences Maternity Leave no later than 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, supplementary unemployment benefits or long **term** disability benefits. Maternity leave shall not exceed nine (9) months unless an extension **is** granted by the Employer. Request for an extension shall not be unreasonably denied. Such extension, when granted, shall not exceed **an** additional three (3) months.

- (b) A pregnant employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided above, if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in a need for an absence from work longer than nine (9) months the employee may request further leave without pay and benefits as provided by the General Leave Article.
- (c) A father-to-be who has completed six (6) months of continuous service shall, upon his written request, be granted an unpaid leave of absence for the purpose of parenting duties, provided that the initial application for such leave is made four (4) weeks prior to the expected commencement of the leave. Such leave shall not exceed six (6) months.
- (d) An employee absent on Parental Leave shall provide the Employer with four (4) weeks written advance notice of her readiness to return to work, following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.

28.06 **Adoption Leave**

A regular employee who has completed six (6) months continuous employment shall, upon written request, be granted leave without pay for up to six (6) months as necessary for the purpose of adopting a child and upon one (1) month's written notice of intent to return to work, the regular employee shall be re-engaged in the same classification held by her immediately prior to taking adoption leave and at the same rate of pay.

28.07 **Court Appearance**

- (a) In the event an employee is required to appear before a court of law as a member of a jury or as a witness in matters arising out of her employment with the Employer, the employee shall suffer no loss of regular earnings for the scheduled shift(s) so missed.

- (b) **An** employee required by law **to** appear **in** Court as a member of a jury or a witness shall be allowed time off without loss or regular earnings which the employee would have normally received based on her regular hours of work. Any fee received as such juror or witness shall be paid to the Employer. An employee acting as a voluntary witness shall not be paid for such absence.
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated above, she **shall** be granted a leave of absence without pay.

28.08 When an employee is on leave of absence without pay and is receiving Long-Term Disability the Employer will continue to pay the Employer's share of Alberta Health Care premiums for a period not exceeding twenty-four **(24)** months from the beginning of Long-Term Disability provided that the employee makes prior **arrangements** with the Employer for the payment of the employee's share of Alberta Health Care premiums. Failure by an employee to submit her portion, **thirty percent (30%)**, will result in the Employer discontinuing premium payments for that employee.

ARTICLE 29: BEREAVEMENT

29.01 **An** employee shall be granted three (3) consecutive working days bereavement leave without loss of **salary**, providing that such leave is taken within a seven (7) consecutive day period, commencing with the date of death, in the event of the death of the following relatives of the employee:

- spouse (including common-law spouse and/or same sex relationship)
- son-in-law
- daughter-in-law
- mother-in-law
- father-in-law
- grandchild
- grandparent
- child
- parent
- brother
- sister
- guardian
- step brother
- step sister
- step child
- step parent
- fiance

29.02 Bereavement leave shall be extended by up to two **(2)** days if travel in excess of three hundred and twenty-two **(322)kilometres** from the employee's residence **is** necessary.

ARTICLE 30: UNIFORMS

- 30.01** The Employer will furnish and maintain (launder, alter and repair) without charge such uniforms which the Employer requires the employee to wear. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms and the requirements of each group of employees in respect thereto ~~shall~~ be determined by the Employer.
- 30.02** The Employer recognizes that it ~~is~~ desirable for each employee who is required to change into a uniform to be provided a personal locker for storage of clothing and personal belongings.

ARTICLE 31: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

- 31.01** In ~~filling~~ a new position or a vacancy, appointments ~~shall~~ be made on the ~~basis~~ of the qualifications and seniority of the applicants. The qualifications for the new position or vacancy shall be consistent with the responsibilities specified in the job description.
- 31.02** (a) Vacancies for:
- (i) regular positions; and
 - (ii) casual or temporary positions scheduled to be greater than fifteen (15) hours per week, and of an expected duration of more than ninety (90) calendar days;
- shall be posted for seven (7) calendar days stating the responsibilities and ~~qualifications~~, location (Department, Facility), existing ~~shift~~ schedule and basic rate of pay for the position and to whom applications ~~should~~ be submitted.
- (b) ~~The~~ Employer may ~~limit~~ subsequent ~~postings~~ for a relief vacancy or temporary position to ~~two (2) postings~~.
- (c) ~~An~~ employee ~~off~~ work for ninety (90) calendar days or more shall give the Employer fourteen (14) days notice of their intent ~~to return~~ to work.
- 31.03** Requests for transfers or applications for vacancies shall be in writing according ~~to~~ the procedures established in the facility. Facilities ~~will~~ be provided to accept applications for posted positions at any time ~~within~~ the seven (7) calendar day posting period.

- 31.04 The following order for consideration of applicants shall apply:
- (a) the regular employees **who** are covered **by this** Collective Agreement in the Department of the Facility where the vacancy exists or the new position is being created;
 - (b) next, the regular employees **who** are covered by **this** Collective Agreement in the same Department in other Facilities of the Employer;
 - (c) next, the regular employees of the Employer who are covered by **this** Collective Agreement;
 - (d) next, the employees of the Employer who are covered by **this** Collective Agreement.
- 31.05 When a vacancy **is** posted and circumstances require the Employer to fill a vacancy before the expiration of the seven (7) calendar day posting period, or prior to the availability of a qualified applicant, the appointment shall be made on **a** temporary basis only. The Employer shall **fill** such vacant position on **a** permanent basis as **soon** as a **qualified** applicant becomes available.
- 31.06
- (a) **A** copy of all **postings** shall be forwarded to the designated Officer of the Union, and when the appointment has been made, the designated Officer will be notified of the appointee's name and the Department concerned.
 - (b) Employees who **are** applicants for **postings** shall be **informed in writing** of their acceptance or rejection **within** seven (7) calendar days **of** the **date** of appointment.
- 31.07 **A** regular employee who **is** the **successful** applicant of **a** posting shall be considered on a **trial** period in her new position for three hundred and ten (310) hours worked following **the** date of appointment. During **this** trial period the employee may choose to **return** or the Employer may direct the regular employee to return to her former position and basic rate of pay without **loss** of seniority.
- 31.08
- (a) When the Employer designates **a** regular employee to substitute on a position in **a** classification with a greater end rate **and** such assignment is for at least two **(2)** hours in any one **(1)** shift, she shall be paid, in addition to her basic rate of pay, an amount equal to:

- (i) the difference between "Pay Step 2" of the higher classification and "Pay Step 2" of the employee's classification or,
- (ii) *if* "Pay Step 2" of the higher classification *is* less than "Pay Step 2" of the employee's classification, the difference between the employee's basic rate of pay and the next Pay Step on the higher pay range which is greater than "Pay Step 2" of the employee's classification, for the full period of time she is substituting in the higher paid classification. For the purpose of **this** sub-clause payment(s) of **this** premium shall be calculated based on current basic rates of pay identified in the Salaries Appendix.
- (b) When the Employer designates a regular employee to temporarily substitute on a position in a classification with a lesser end rate, she shall continue to receive her previous basic rate of pay for the full period of time she *is* substituting in the lower paid classification.
- (c) When **a** regular employee agrees **to** substitute on another position outside of **this** Collective Agreement, the regular employee will receive, in addition to her basic rate of pay, an amount commensurate *with* the additional responsibilities.

31.09 A regular employee who *is* the successful applicant on **a** casual or temporary position shall maintain and continue to accrue seniority in accordance with Article 33, and shall revert back to her former position upon completion of **the** casual or temporary position.

An employee who was receiving benefits prior to the casual or temporary position will continue to receive benefits in accordance with Article 28.

ARTICLE 32: DISCIPLINE, DISMISSAL AND RESIGNATION

- 32.01**
- (a) Except for the dismissal of an employee serving a probation period, there shall be no discipline or dismissal except for **just** cause.
 - (b) Copies of **all** disciplinary notices shall be forwarded **to the** Union. Regular employees shall be given the opportunity to sign disciplinary notices as having been read.
 - (c) **An** employee shall have the right to have a Shop Steward or Local Union Officer present at the discussion **of** the written disciplinary notice with **the** Employer.

(d) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the grievance procedure.

32.02 A regular employee absent for three (3) days without notifying the Employer shall be considered to have vacated her position unless, in the opinion of the Employer, such notification was not possible.

32.03 Upon ~~service~~ of at least one (1) day's notice an employee shall have the right to view her personnel file once each year or when the employee has filed a grievance. An employee shall be given a copy of the contents of her personnel file provided that she first pays to the Employer, a fee to cover the cost of the copying, such fee to be determined by the Employer,

32.04 Fourteen (14) calendar day's notice in writing, shall be given by a regular employee resigning from the employ of the Employer.

ARTICLE 33: SENIORITY

33.01 "Seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the Employer from the last date of hire and shall continue to accrue during periods of lay-off as specified in Article 34.02 and authorized leave of absence.

33.02 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire when:

- (a) the employment relationship is terminated by either the Employer or the regular employee;
- (b) twenty-four (24) months has expired following lay-offs, during which time the regular employee has not been recalled to work;
- (c) a regular employee does not return to work on recall.

33.03 An up to date seniority list shall be sent to the Union in January of each year and when any regular employee is served notice of layoff and such ~~list~~ shall indicate each employee's classification.

ARTICLE 34: LAYOFF AND RECALL PROCEDURE

- 34.01** In the event that the number of regular employees are to be reduced within a classification and department, the regular employee(s) with the least seniority within the classification and department shall be the first regular employee(s) removed from such classification. Unless specifically stated otherwise, Article 34 shall apply only to the facility and bargaining unit covered by this collective agreement.
- 34.02** Prior to implementation of the provisions of this Article the Employer will meet with the Union to inform the Union of the Employer's intentions.
- 34.03** For the purpose of this Article, "paygrade" shall mean classifications with the same maximum rate of pay.
- 34.04** **Full-Time Employees: Layoff and Displacement Procedures**
- (a) (i) If a regular full-time employee receives a position elimination notice in accordance with Article 35.01, such employee, may, within seventy-two (72) hours and in consultation with the Employer, choose a position from among the available vacant full-time positions, identified by the Employer, for which the employee has the required qualifications to perform the duties of the position.
- (ii) An employee who chooses not to accept a placement in a vacant full-time position within the classification shall not be eligible to displace another employee.
- (b) If a vacancy does not exist within the Employee's classification, or the employee does not accept another vacancy outside of their classification, the employee shall, within seventy-two (72) hours and in consultation with the Employer, exercise one of the following options:
- (i) displace the least senior full-time employee in the same classification for which the employee has the required qualifications to perform the duties of the position;
- (ii) displace the least senior full-time employee in an equal or lower pay grade for which the employee has the required qualifications to perform the duties of the position, or
- (iii) displace the least senior part-time employee in the same classification or in an equal or lower pay grade for which the employee has the qualifications to perform the duties of the position.

An employee who chooses not to displace in accordance with **this** clause shall be laid off. The employee shall not displace any employee in a position that will be deleted within **sixty** (60) calendar days.

- (c) Where more than one full-time position is eliminated within a classification, the number of full-time employees **to** be displaced shall be identified. The provisions of Article 34.04(a) and (b) shall then be exercised in order of seniority.
- (d) Employees with less than one year seniority may not displace, and are subject to layoff.
- (e) The removed employee is only eligible **to** displace another employee who has less seniority than the removed employee.

34.05

Part-Time Employees: Layoff and Displacement Procedures

- (a) (i) If a regular part-time employee receives a position elimination notice in accordance with Article 34.01, such employee may, within seventy-two **(72) hours** and in consultation with the Employer, choose **a** position from among the available vacant part-time positions in the classification with equal full-time equivalency, identified by the Employer for which the employee has the required **qualifications** to perform the duties of the position.
 - (ii) **An** employee who chooses not to accept a placement in a vacant part-time position within the classification with **equal** full-time equivalency shall not be eligible to displace another employee.
- (b) If a vacancy does not exist within the employee's classification, or the employee does not accept another vacancy outside their classification, the employee shall, within seventy-two **(72) hours** and in consultation with the Employer, exercise one of the following options:
 - (i) displace the least senior part-time employee with the same full-time equivalency in the same classification for which the employee has the required **qualifications** to perform the duties of the position;
 - (ii) displace the least senior part-time employee in an equal or lower pay grade for which the employee has the required **qualifications** to perform the duties of the position;

An employee who chooses not to displace in accordance with this clause shall be laid **off**.

- (c) **An** employee displaced as a result of Article 34.05(b), shall within seventy-two **(72)** hours, indicate to the Employer a preference to exercise one of the following options:
 - (i) displace the least senior part-time employee in an equal or lower pay grade for which the employee has the required qualifications to perform the duties of the position: or
 - (ii) accept layoff.
- (d) Where more than one part-time position is eliminated within a classification, the number of part-time employees to be displaced shall be identified. The provisions of Article 34.05(a) and (b) shall then be exercised in order of seniority.
- (e) Employees with less than one year **seniority** may not displace, and are subject to layoff.
- (f) The removed employee is only eligible to displace another employee who has less seniority **than** the removed employee.

34.06

Notice Provisions

- (a) The Employer shall notify regular employees to be re-assigned or laid **off** in accordance with Articles **34.01, 34.04** and **34.05** at least twenty-one **(21)** calendar days before the layoff or re-assignment is to be effective. If the employee who has received layoff notice **is** not provided with **an** opportunity to work **during** the notice period, such employee shall be paid an amount equal to the wages the employee would have earned, had she worked her regular hours of work in the twenty-one **(21)** calendar day period. If such employee is assigned duties other **than** those normally connected with the classification in question during the notice period, the employee shall not be paid **less than** the amount of wages she would have been entitled to receive had such employee not been provided with an opportunity to work during the notice period.

- (b) Notice of re-assignment or layoff shall be in writing and shall be served either in person or by double registered letter directed to the employee's last known address. Re-assignment or layoff notices served by double registered letter shall be considered served effective the date of registration with the postal services or, if served in person shall be considered served effective the date of receipt by the employee.
- (c) The Union shall be notified of layoffs, displacements and re-assignments as they occur.
- (d) An employee who receives re-assignment notice and who does not wish to accept the re-assignment, shall have a maximum of seventy-two (72) hours from the receipt of such notice to provide the Employer with written notice of her refusal of the re-assignment. An employee who provides the Employer with such written notice within the prescribed time limits shall then be laid off on the effective date of re-assignment notice. An employee who fails to provide the Employer with such notice within the prescribed time limits shall be deemed to have accepted the re-assignment.
- (e) In the event that an employee refuses a re-assignment, and if such refusal causes a vacant position or positions to exist, then the Employer shall have the right to choose to fill such vacancies by any of the following methods:
 - (i) rescinding layoff or re-assignment notices to other employees; and/or
 - (ii) offering such vacancy to another employee who is displaced or removed from a position due to implementation of the layoff procedures; and/or
 - (iii) posting the vacancy in accordance with the provisions of Article 31.

Recalls

34.07

- (a) Subject to the provisions of Article 34.02, a regular full-time employee who has been laid off from employment shall be eligible to be recalled to a full-time position within the same classification if a vacancy occurs, provided that no other regular employee is on layoff who has the qualifications for such position and who has greater seniority than such employee.

- (b) Subject to the provisions of Article 34.02, a regular part-time employee who has been laid ~~off~~ from employment shall be eligible to be recalled to her former part-time position or a part-time position with the equivalent FTE, within the same classification, if a vacancy occurs, provided that no other regular employee is on layoff who has the qualifications for such position and who has greater seniority than such employee.
- (c) Employees may accept a position as ~~an~~ interim measure to provide some level of employment. An employee who accepts an interim position shall retain all recall rights to the former position or an equivalent position within the same classification, provided they have the required qualifications. Recall rights shall be extinguished when:
 - (i) the employee is recalled to the former position; or,
 - (ii) the employee applies on a posted position and ~~is~~ successful in accordance with Article 31.
- (d) The method of recall shall be by telephone and, if such is not possible, by double registered letter sent to the employee's last known place of residence. The employee so notified shall return to work not later than seven (7) calendar days following receipt of notice or such later date which may be specified by the Employer.
- (e) The Union shall be notified of recalls as they occur.
- (f) In the event that there is a conflict between the provisions of Article 34.07 "Recalls" and Articles 34.04 or 34.05, the provisions ~~of~~ Articles 34.04 and 34.05 shall prevail.

34.08 Casual and Temporary Assignment During Layoff

- (a) In the event that a regular employee on layoff accepts an offer to work as a relief or temporary employee, such employee shall be governed by the Collective Agreement provisions applicable to relief and temporary employee(s), however, such employee's recall status and seniority standing upon recall shall not be affected by the period of casual or temporary employment.
- (b) Priority for relief or temporary assignment within the employee's classification will be given to employees on layoff. The employer will give employees on layoff preference in other positions where the employee can perform the work satisfactorily.

34.09 Subcontracting, Leasing or Technological Change

- (a) In the event that regular employees **will** be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred and twenty **(120)** calendar days in advance of such change, and every effort will be made to absorb affected regular employees into other jobs within the bargaining unit.
- (b) Regular employees who are transferred by the Employer pursuant to Article **34.09(a)**, to a lower paid position shall continue to receive their previous rate of pay until the basic rate **of** pay for the lower paid position is equal to or greater than the previous rate of pay and then shall receive the basic rate of pay for the position occupied.
- (c) Regular employees who are not absorbed into other jobs within the bargaining unit shall be subject to layoff in accordance with layoff and recall procedures of **this** Article.

34.10 A regular employee who is laid off may make prior arrangements to pay the **full** premiums of any applicable benefit plans to assure continuation of such protection if **so** desired. Such arrangements shall continue **so** long as the regular employee has **rights** to recall. Failure by the regular employee to submit the premium payments **will** result in the Employer discontinuing premium payments for that employee.

34.11 The operation of Article **34** shall not be construed as a violation of Articles **16** and **31**.

ARTICLE 35: CASUAL AND TEMPORARY EMPLOYEES

35.01 Except as **specifically** provided hereinafter, the provisions of **this** collective agreement shall not apply to Casual and Temporary Employees.

35.02 Casual and Temporary employees required to work on a Named Holiday shall be paid at one and one-half times **(1 1/2X)** their basic rate of pay for all **hours** worked on the Named Holiday.

35.03 Casual and Temporary employees shall be paid four decimal **six** percent **(4.6%)** of their earnings at the basic rate of pay and of their vacation pay in lieu of Named Holidays.

35.04 **Casual** and Temporary employees shall be paid in addition to their earnings at the basic rate of pay:

- (a) ~~six~~ percent (6%) of their earnings at the basic rate of pay during the ~~first~~ and subsequent employment years; ~~or~~
 - (b) eight percent (8%) of their earnings at the basic rate of pay during the fourth and subsequent employment years if applicable;
- in lieu of vacation.

35.05 Casual employees shall be allowed:

- (a) fourteen **(14)** calendar days ~~off~~ without pay for their vacation after one ~~(1)~~ year of employment; or
- (b) twenty-one **(21)** calendar days ~~off~~ without pay for their vacation after five ~~(5)~~ years of employment, if applicable.

This Article shall apply to Temporary employees if the Union and the Employer have mutually agreed ~~to an~~ appointment of one year or longer.

35.06 In the event that a Casual or Temporary employee is required by the Employer to report to work and is then not permitted to commence work or ~~is~~ required to return to duty at a later hour, she shall be compensated by receiving three ~~(3)~~ hours pay at the basic rate of pay.

35.07 Casual and Temporary employees are not entitled to participate in the Health Benefit Plan subject to Article 31.09.

- (a) The Employer shall determine when overtime is necessary and for what period of time it is required.
 - (i) All authorized overtime worked in excess of ~~and~~ in conjunction with seven and three-quarter ($7\frac{3}{4}$) hours per day shall be paid at the rate of one ~~and~~ one-half times ($1\frac{1}{2}$)~~the~~ basic rate of pay for the first three (3) hours and two times ($2X$) the basic rate of pay thereafter; or
 - (ii) All overtime worked in excess of ~~seventy-seven and one-half~~ ($77\frac{1}{2}$) hours ~~in a~~ fourteen **(14)** calendar day period shall be paid at one and one-half times ($1\frac{1}{2}$)~~the~~ basic rate of **pay;**

whichever ~~is~~ greater.

- (b) Failure to provide at least fifteen and one-half (**15 1/2**) hours rest between scheduled shifts, or twelve (**12**) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (**15 1/2**) hours rest between scheduled shifts.
- (c) (i) On-call duty shall mean any period during which a Casual or Temporary employee is not working but during which the employee ~~is~~ required by the Employer to be readily available to respond without undue delay to any request to report to work.
- (ii) For each assigned hour of authorized on-call duty, a Casual or Temporary employee shall be paid the sum of one dollar and twenty-five cents (**\$1.25**) per hour except that on Named Holidays she shall be paid the sum of one dollar and fifty cents (**\$1.50**) per hour. A Named Holiday ~~shall~~ run from **0001** hours on Named Holiday to **2400** hours of the same day.
- (iii) A Casual or Temporary employee who is called back to work during the on-call period shall not be paid for those hours worked during the on-call period in accordance with Article 35.09(c)(ii), but shall be paid for the hours worked during the call back period at the basic rate of pay unless the maximum hours of work have been exceeded in accordance with Article **17**, at which time overtime premiums ~~will~~ apply.
- (iv) When an employee is supplied a pocket pager by the Employer for the purpose of On-Call Duty, there shall be no cost to the employee for the use of the pocket pager.
- (d) When a Casual or Temporary employee is regularly scheduled, she shall not be required to lay-off during a regularly scheduled shift to equalize any overtime previously worked.
- 35.10** Casual and Temporary employees ~~will~~ be entitled to time off pay pursuant to Article **28** in lieu of bereavement leave.
- 35.11** Casual and Temporary employees do not accumulate seniority subject to Article **31.09**.
- 35.12** Workers' Compensation Board coverage will be provided for casual and Temporary employees.

- 35.13 **A** Casual or Temporary employee who has initiated a grievance shall have access to review her personal file upon service of at least one (1) day's notice.
- 35.14 The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 20, 21, 28, 30, 31, 31.04(d), and 35 shall apply **to** Casual and Temporary employees.
- 35.15 **A** Temporary or Casual employee who is employed in a regularly scheduled full-time capacity and who is called back and required to return to work outside of her regular hours shall be paid for any one (1) call at either:
- (a) the overtime rate as specified in Article 35.09(a);
 - (b) three (3) hours at the basic rate of pay;
- whichever is greater.
- 35.16 The provisions of Article 16.01 through 16.04 **and** 16.07 apply to Casual and Temporary employees employed in **a** regularly scheduled full-time or part-time capacity and:
- (a) the provisions of Article 16.05 apply to Casual and Temporary employees who are employed in a regularly scheduled full-time capacity;
 - (b) the provisions of Article 16.06 apply **to** Casual and Temporary employees who are employed in a regularly scheduled part-time capacity.
- 35.17 Casual employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of 3.875 hours of work, the time which shall be scheduled by the Employer. Rest periods will be not scheduled in conjunction with meal periods, **starting** times, quitting times, or taken together except by mutual agreement of the employee and the Employer.
- 35.18 Temporary employees shall be on probation for the first three hundred twenty-five (325) hours worked. If such employee **is** determined **by** the Employer to be unsatisfactory, she may be dismissed at any time during the probation period without notice.

ARTICLE 36: COPIES OF COLLECTIVE AGREEMENT

- 36.01 **Within sixty** (60) days of the signing of **this** Collective Agreement the Employer shall provide the employee with a copy.

- 36.02 **The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.**
- 36.03 **The Agreement shall be printed in pocket size form and the costs shall be shared equally between the parties.**

SALARIES APPENDIX

	Date Effective	Pay Steps				
		1	2	3	4	5
CLERICAL GROUP						
1.3 Unit Clerk	April 1/97		10.99	11.36	11.72	12.24
	April 1/98	10.81	11.10	11.47	11.84	12.36
	July 1/98	10.92	11.21	11.58	11.96	12.48
FOOD SERVICES GROUP						
2.1 Food Services Aide	April 1/97		8.52	9.02	10.01	10.90
	April 1/98	8.10	8.61	9.11	10.11	11.01
	July 1/98	8.18	8.70	9.20	10.21	11.12
2.2 Food Services Cashier	April 1/97		9.12	9.62	10.61	11.68
	April 1/98	8.71	9.21	9.72	10.72	11.80
	July 1/98	8.80	9.30	9.82	10.83	11.92
2.4 Cook I	April 1/97		11.31	11.81	12.81	14.09
	April 1/98	10.92	11.75	12.57	12.94	14.23
	July 1/98	11.03	11.87	12.70	13.07	14.37
2.5 Cook II	April 1/97		11.91	12.41	13.41	14.75
	April 1/98	11.52	12.03	12.53	13.54	14.90
	July 1/98	11.63	12.15	12.66	13.68	15.05
CLEANING GROUP						
3.1 Housekeeping Aide Laundry Worker I	April 1/97		8.52	9.02	10.01	10.90
	April 1/98	8.10	8.61	9.11	10.11	11.01
	July 1/98	8.18	8.70	9.20	10.21	11.12
3.2 Housekeeping Attendant	April 1/97		9.46	9.96	10.96	11.92
	April 1/98	9.05	9.55	10.06	11.07	12.04
	July 1/98	9.14	9.65	10.16	11.18	12.16
** Gaetane Boucher to be reclassified to Laundry Worker II effective date of ratification						
3.3 Working Leader	April 1/97		10.72	11.22	12.22	13.42
	April 1/98	10.32	10.83	11.33	12.34	13.55
	July 1/98	10.42	10.94	11.44	12.46	13.69

		Date Effective	Pay Steps					
			1	2	3	4	5	6
3.4	Laundry Worker II	April 1/97		9.97	10.46	11.46	12.42	
		April 1/98	9.55	10.06	10.56	11.57	12.54	
		July 1/98	9.65	10.16	10.67	11.69	12.67	
4.	MEDICAL SUPPORT GROUP							
4.1	Nursing Attendant	April 1/97		10.47	10.80	11.15	11.50	11.85
	Therapy Aide	April 1/98	10.01	10.57	10.91	11.26	11.69	12.04
	Assisted Living	July 1/98	10.11	10.68	11.02	11.37	11.81	12.16
4.3	Licensed Practical Nurse Assisted Living Worker IV	April 1/97	12.00	12.40	12.80	13.20	13.60	14.00
		April 1/98	12.25	12.68	13.11	13.54	13.97	14.40
		April 1/99	12.45	12.98	13.51	14.04	14.57	15.07
6.	MATERIALS AND SUPPLY MANAGEMENT GROUP							
6.2	Service Attendant Porter	April 1/97		9.46	9.96	10.96	11.92	
		April 1/98	9.05	9.55	10.06	11.07	12.04	
		July 1/98	9.14	9.65	10.16	11.18	12.16	
6.4	Driver	April 1/97		10.18	10.68	11.68	12.83	
		April 1/98	9.78	10.28	10.79	11.80	12.96	
		July 1/98	9.88	10.38	10.90	11.92	13.09	
7.	MAINTENANCE AND TRADES GROUP							
7.1	Maintenance Worker I	April 1/97		9.32	9.82	10.81	11.89	
		April 1/98	8.91	9.41	9.92	10.92	12.01	
		July 1/98	9.00	9.50	10.02	11.03	12.13	
7.3	Maintenance Worker III	April 1/97		12.79	13.29	14.30	15.71	
		April 1/98	12.41	12.92	13.42	14.44	15.87	
		July 1/98	12.53	13.05	13.55	14.58	16.03	

Employees on Step 1 of a 2 Step salary scale shall advance to Step 4 of the 5 Step salary scale effective April 1, 1997. Employees on Step 2 of a 2 Step salary scale shall advance to Step 5 of the 5 Step salary scale effective April 1, 1997.

Employees on a five step salary scale shall advance to the step which maintains their basic rate of pay in the 6 step salary scale effective April 1, 1997.

SIGNING BONUS

All employees employed in the bargaining units, with the exception of those holding positions as Licensed Practical Nurse, on the date of ratification of the Collective Agreement shall be paid a one time signing bonus to be calculated in accordance with the following formula:

All hours paid by the Employer	X \$0.25 per hour	=	One time Signing
from July 1, 1996			Bonus to a maximum
to June 30, 1997			of \$500.00

Such amount as calculated above shall be paid to all Employees in full no later than thirty (30) days following the ratification of this Collective Agreement.

**INDEX OF
LETTERS OF UNDERSTANDING**

- #1** Re: Subcontracting
- #2** Re: Layoff 34.06
- #3** Re: Health Benefits
- #4** Re: Pension Plan
- #5** Re: Classification Appeal
- #6** Re: Health & Safety
- #7** Re: WCB Top-Up
- #8** Re: Modified Work and Early Intervention Programs
- #9** Re: Shift Differential
- #10** Re: .4FTE
- #11** Re: Sick While on Vacation
- #12** Re: Modified Hours of Work
- #13** Re: Article 16.07 - Optional Scheduling

LETTER OF UNDERSTANDING #1

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the Employer)
AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES , LOCAL 1031
(the Union)

Re: Subcontracting

The Parties agree that there will be no subcontracting out of the work currently performed in the bargaining units. This Letter will expire on June 30, 1999.

ON BEHALF OF THE EMPLOYER

[Signature]

Ellen J. Aspley

DATE: *April 23/98*

[Signature]

ON BEHALF OF THE UNION

[Signature] Bailey

[Signature] Sears

DATE: *April 27 98*

[Signature] Grimaldo

[Signature] Maltimore

LETTER OF UNDERSTANDING #2

BETWEEN

THE GOOD SAMARITAN SOCIETY

(the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031

(the Union)

ARTICLE 34.06: LAYOFF

The Parties agree when an employee has been given notice of layoff in accordance with the notice provisions of clause 34.06, and the employee is actively seeking replacement employment, the Employer will grant the employee reasonable time off without loss of pay for the purpose of attending an employment interview on the following conditions:

1. There is not more than four (4) hours lost time per job interview; and
2. The employee provided the Employer with written confirmation that the employee attended the job interview.

ON BEHALF OF THE EMPLOYER:

M. John
Eden J. Ayle
S. [unclear]

ON BEHALF OF THE UNION:

Debbie Dimaldi
D. Sears
Yvonne Bailey
Helen Mathhouse

DATE: *April 27, 98*

DATE: *April 27, 98*

LETTER OF UNDERSTANDING #3

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the Employer)
AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031
(the Union)

RE: ARTICLE 26 - HEALTH BENEFITS PLAN

A. Disclosure

An employee or an agent authorized in writing by the employee may examine or have made available the following documents:

- plan documents and amendments thereto
- information returns filed with supervisory authorities
- auditors report, if applicable

The above documentation is to be made available at the Human Resources office or an alternative location that is suitable to the parties.

An employee or their authorized agent may request in writing a photocopy of any of the above documentation but not more frequently than once a year.

B. Joint Committee

The Employer recognizes the Union as a stakeholder in the Health Benefits Plan. Accordingly any decision in respect to its design shall be made following consultation with the Union.

Within six (6) months of ratification of the current collective agreement, the parties shall strike a Joint Health Benefits Committee that shall be co-chaired and have equal representation. Membership on the Committee may include representation from other bargaining agents.

MANDATE

The mandate of the Committee shall be:

- to review the Health Benefit Plan(s) in respect to content and design and make recommendations to their respective principles on a without prejudice basis in respect to any proposals to amend its content, services, design, or structure.
- to endeavour to improve the understanding of both parties and their respective principles regarding Health Benefits.

AUTHORITY

The Committee will only have authority to discuss and recommend changes/amendments and make recommendations to respective principles on a without prejudice basis.

MEETINGS

Committee representatives shall attend committee meetings without loss of pay.

The Committee shall determine place, time and frequency of its meetings.

STRUCTURE

Parties to the Committee shall be permitted two (2) representatives. In the event a party's representative is unable to attend, an alternate may be designated by the party.

Signed this _____ day of _____, 1997, in the City of Edmonton.

ON BEHALF OF THE EMPLOYER:

Mr. John

Ellen J. Ayles

A. Hunt

DATE: April 23/98

ON BEHALF OF THE UNION:

Debbie Crimaldi

N. Sears

Yvonne Bailey

H. M. Hinz

DATE: April 27.98

LETTER OF UNDERSTANDING #4

BETWEEN

THE GOOD SAMARITAN SOCIETY

(the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031

(the Union)

RE: ARTICLE 27 - PENSION PLAN

All **current employees who are** covered by another pension plan and become covered by the Collective Agreement will be **offered** their choice in **determining** to which Pension Plan they **will** contribute:

1. the **Local** Authorities Pension Plan; or
2. the Sunlife Plan.

In no event will eligible employees be **allowed** to opt out of the Pension Plan.

ON BEHALF OF THE EMPLOYER:

M. O'Brien

Ellen J. Ayles

S. Hutch

ON BEHALF OF THE UNION:

Debb Thimaldou

D. Sears

Yvonne Bailey

H.G. Maltman

DATE: April 23/96

DATE: April 27.98

LETTER OF UNDERSTANDING #5

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031
(the Union)

RE: ARTICLE 9.06: JOB CLASSIFICATION APPEAL

If the Employer changes the classification allocation of the work being performed by a regular employee, and the employee disagrees with the new classification allocation, the employee may appeal the employer's decision.

(a) Step I

The employee shall first seek to settle the difference through discussion with her immediate supervisor. A representative from Human Resources and the Union may be present for this meeting. If the employee does not feel that her concerns have been addressed, the appeal may be advanced to Step II of the Appeal process.

(b) Step III

Within ten (10) days of receipt of the decision of the department Head or designate, the employee may submit to the appropriate Vice-President, or her designate, a written request to have the classification allocation decision reviewed by a Classification Appeal Committee. The Classification Appeal Committee shall consist of the appropriate Vice-President or designate, a representative from Human Resources, two Senior Managers and a member of the Union. Upon receipt of the appeal, a meeting is requested by either party, shall be arranged by the Employer within 10 days. The employee and a Union Representative shall be permitted to present information relevant to the Classification allocation of the position, to the Classification Appeal Committee.

The classification Appeal Committee shall render a classification allocation decision, in writing, to be forwarded to the Union and the grievor within ten (10) days of the date of the meeting.

A majority decision by the Classification Appeal Committee shall be final and binding. In the event the Classification Committee is unable to render a decision of the majority, the classification appeal shall be submitted to an arbitration board in accordance with Article 12.

ON BEHALF OF THE EMPLOYER:

Mr. Johnson

Ellen F. Doyle

S. Hunt

DATE: April 23/98

ON BEHALF OF THE UNION:

Debra Grimaldi

Ed. Jones

Yvonne Bailey

Robert Williams

DATE: April 27. 98

LETTER OF UNDERSTANDING #6

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031
(the Union)

RE: HEALTH & SAFETY - TRAINING

The Parties **agree** to **establish** a training **and** orientation program for the Joint Health and **Safety Committee** participants.

The program **shall** be established **and** **scheduled** within **six** (6) months of the ratification of the collective agreement,

The program shall provide training **and** **information** in respect to the following:

- the proper purpose, structure **and** function of a Health & Safety **Committee**;
- the **administration and management** of LTD and WCB claims;
- the awareness **and** orientation to any Health & Safety legislation, **Health & Safety** policies of the employer and accident prevention,

The Parties shall provide for any **resources required** to accommodate the program as may mutually be agreed to.

signed this _____ day of _____, 1997 in the City of Edmonton.

ON BEHALF OF THE EMPLOYER:

M. John

Ellen J. Cople

S. Smith

DATE: 23/98

ON BEHALF OF THE UNION

Debb Grimaldi

D. Sears

Yvonne Bailey

H. Matthews

DATE: April 27. 98

LETTER OF UNDERSTANDING #7**BETWEEN**

THE GOOD SAMARITAN SOCIETY
(the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031
(the Union)

RE: WCB TOP-UP

In the event the Federal Government changes the non-taxable status of Workers' Compensation payments, the parties agree the following clause will be reinstated into the Collective Agreement:

- 26.06 (a) An employee who is incapacitated and **unable** to work **as** a result of an accident sustained while on duty in the service of the Employer within the **meaning** of the Workers' Compensation Act shall continue to receive full salary at the basic rate of pay provided she assigns over to the Employer, on proper forms, the monies due to her from the Workers' Compensation Board for time lost due to accident. A deduction of **one-tenth (1/10)** day shall be charged against sick leave credits for each day **an** employee is off work due to an accident within the **meaning** of the Workers' Compensation Act. Employees shall only receive full salary at the basic rate of pay to the extent that one-tenth (1/10) day can be deducted from accumulated sick leave credits.
- (b) On **or** after **three (3)** complete calendar months following the date of ratification of this Collective Agreement, **an** employee who is incapacitated and unable to work **as** a result of **an** accident sustained **while** on duty in the service of the Employer within the **meaning** of the Workers' Compensation Act shall continue to receive full net take home pay. **The WCB** supplement paid by the Employer (i.e. top-up) shall be calculated at the basic rate of pay for regularly scheduled hours of work **less any** statutory or benefit deductions for each day absent due to such disability provided that all of the following conditions exist:
- (i) the employee assigns over the Employer, **on** proper forms, the monies due to her from the **WCB** for time lost due to **an** accident; and
 - (ii) the employee's accumulated sick leave credits **are** sufficient so that an amount proportionate to the **WCB** supplement paid by the Employer, but in any event not **less** than one-tenth (1/10th) day and not greater than one-fifth (1/5th) day, **can** be charged against such sick leave credits for each day **an** employee is off work due to accident within the meaning of the **WCB** Act. In the event that a regular part-time employee is utilizing accumulated sick leave credits to access the **WCB** supplement paid by the Employer (i.e. top-up), such sick leave

LETTER OF UNDERSTANDING #8

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031
(the Union)

RE: MODIFIED WORK WEEK AND EARLY INTERVENTION

The Parties agree to the following terms and conditions for a Modified ~~work~~ and Early Intervention Program (hereinafter referred to as the Program).

1. The goals of the program will be:
 - to jointly develop and monitor modified work agreements between the Employer, the Union and the Employee that would accommodate the earlier return to active duty of a disabled employee.
 - to be consistent with ergonomic principles and undertake ergonomic initiatives when possible and necessary.
2. The guiding principles of modified work agreements are:
 - (a) The worker's ~~physician/medical~~ practitioner will be consulted regarding the return to work and the modified work agreement.
 - (b) The worker and the Union shall be participants in the development and implementation of a modified work agreement.
 - (c) The worker shall at all times be permitted the assistance of a Union Representative.
 - (d) Consulting with the employee and implementing a modified work agreement shall be accomplished as early as possible following an injury or disabling medical condition.

Modified work agreements shall be jointly reviewed regularly and amended as required.

Signed this _____ day of _____, 1997, in the City of Edmonton.

ON BEHALF OF THE EMPLOYER

N. John
Ellen F. Ayle
S. [unclear]

DATE: April 23/98

ON BEHALF OF THE UNION

Debbi Simaldi
N. Sears
Yvonne Bailey
N. M. [unclear]

DATE: April 27. 98

LETTER OF UNDERSTANDING #9

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031
(the Union)

RE: SHIFT PREMIUM - ARTICLE 20.02

The parties agree that commencing April 1, 1999, the shift premium shall increase from seventy-five cents (\$0.75) per hour to one dollar (\$1.00) per hour and the Collective Agreement will be amended accordingly.

ON BEHALF OF THE EMPLOYER:

M. Juhn
Ellen J. Ayle
A. Luntz

DATE: *April 23/98*

ON BEHALF OF THE UNION:

Debi Dimalata
N. Sears
Yvonne Bailey
A. McArthur

DATE: *April 27. 98*

LETTER OF UNDERSTANDING #10

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031

RE: HOURS OF WORK FOR PART-TIME EMPLOYEES

It is agreed a scheduling of a 0.4 full-time equivalency is a **minimum** standard of regular **hours** of work for ~~part-time~~ employees.

The **Parties** agree that, in the event there is a valid **need** to create a position(s) of less than a 0.4 full-time equivalency, the Employer **will** provide thirty (30) days notice to the **Union** of this **need**, prior to the position being posted. The **Parties** will then meet to discuss and consider:

- the validity of the operational **need** to **create** the position(s);
- **any** alternatives that would **not** require a position of **less** than 0.4 full-time equivalency.

In the event the parties are unable to achieve mutual agreement, the Employer may fill the position and the union may submit the dispute to arbitration pursuant to **Step IV** of the Grievance Procedure in the Collective Agreement.

An Arbitration Board shall be composed of a single arbitrator.

This Letter of Understanding shall expire on June 30, 1999.

Signed this _____ day of _____, 1997, in the City of Edmonton.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

[Signature]

Debb Grimaldi

Ellen F. Arden

D. Sears

[Signature]

Yvonne Bailey

AJ Mathhouse

DATE: *April 23/98*

DATE: *April 27.98*

LETTER OF UNDERSTANDING #11

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031

RE: ARTICLE 22.06: SICK WHILE ON VACATION

The Parties agree to implement the following language on a pilot project basis:

Sick While on Vacation

Should a regular employee demonstrate to the satisfaction of the Employer that she has an acute medical condition that would normally render her unable to work, during the course of her vacation, she may be considered to be on sick leave for such period of time, subject to the provisions of Article 26: Sick Leave. Vacation time not taken as a result of such medical treatment shall be taken at a mutually agreeable later date.

This Letter of Understanding shall be exempt from the grievance procedure in the Collective Agreement.

This Letter of Understanding may be terminated upon one party serving sixty (60) days notice in writing to the other.

ON BEHALF OF THE EMPLOYER:

M. John

Ellen J. Ayler

S. [unclear]

DATE: April 23/98

ON BEHALF OF THE UNION:

Debbie Numalda

D. Sears

Yvonne Bailey

H. Maitland

DATE: Apr 27.98

LETTER OF UNDERSTANDING #12

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031

RE: MODIFIED HOURS OF WORK

It is **agreed** that the Parties may implement a modified system of hours of work by **mutual** agreement between the Employer **and** the **Union**. If either party wishes to terminate such an agreement, twelve (12) weeks notice shall be provided to the other party. The Employer and the Union acknowledge and confirm that with the exception of the specific terms and conditions provided within the **mutual** agreement, when the modified hours of work are implemented, all other Articles of the Collective Agreement shall remain in full force and effect.

signed this _____ day of _____, 1997 in the City of Edmonton, Alberta.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

M. J. [Signature]

Debra Sumalati

Ellen F. Gyles

D. Sears

A. [Signature]

Yvonne Bailey

K. Malthouse

DATE: April 23/98

DATE: April 27. 98

LETTER OF UNDERSTANDING # 13

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031
(the Union)Re: Article 16.07 - Optional Scheduling

In accordance with Article 16.07 the parties agree to establish optional scheduling for employees employed in the position of Assisted Living Worker at the Millwoods Centre in the Clayton Court unit and not working in excess of seven and three quarter hours per shift.

Articles not specifically amended by this Letter of Understanding shall remain in full force and effect.

Article 16.05(d), Full-Time employees, is amended as follows:

Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular Full-time employees shall provide for:

- i) no more than two (2) different shift starting times between scheduled days off;
- ii) at least two (2) consecutive days off in a fourteen (14) calendar day period;
- iii) not more than seven (7) consecutive days of work without receiving her days off;
- iv) at least fifteen and one half (15 1/2) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;
- v) no split shifts;
- vi) days off to be scheduled in such a way as to equally distribute weekends off over a twenty-one (21) calendar day shift cycle among the regular full-time employees who perform the work involved.

Article 16.06(d), Part-Time employees, is amended as follows:

- i) not more than two (2) different shift starting times between days off;

- (ii) **at least two (2) consecutive days off in a fourteen (14) calendar day period;**
- (iii) **not more than seven (7) consecutive days of work Without receiving h a days off;**
- (iv) **at least fifteen and one half (15 1/2) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;**
- (v) **no split shifts;**
- (vi) **days off to be scheduled in such a way as to equally distribute weekends off ova a twenty-one (21) calendar day shift cycle among the regular part-time employees who perform the work involved.**

The attached shift cycle shall **be attached to and form part of this Letter of Understanding**

In accordance with Letter of Understanding _____, notice in writing by either party may terminate this Optional Schedule or modify it upon mutual agreement.

signed this _____ day of _____, 1997 in the City of Edmonton.

ON BEHALF OF THE EMPLOYER:

[Signature]
Ellen J. Ayle
[Signature]

ON BEHALF OF THE UNION:

[Signature]
N. Sears
Yvonne Bailey
HGMatthouse

DATE: *April 23 1998*

DATE: *April 27 98*

Att.

HOLIDAYS OBSERVED AROUND THE WORLD

1999

Australia (Aust)
 Belgium (Belg)
 Canada (Can)
 France (Fr)
 Germany (Ger)
 Great Britain (GB)
 Italy (It)
 Japan (Jpn)
 Mexico (Mex)
 Netherlands (Neth)
 New Zealand (NZ)
 Spain (Sp)
 Switzerland (Switz)
 United States (US)

		Australia (Aust)	Belgium (Belg)	Canada (Can)	France (Fr)	Germany (Ger)	Great Britain (GB)	Italy (It)	Japan (Jpn)	Mexico (Mex)	Netherlands (Neth)	New Zealand (NZ)	Spain (Sp)	Switzerland (Switz)	United States (US)
Canada Day	Jul 1			•											
Independence Day	Jul 4														•
Battle of the Boyne	Jul 12					•									
National Day	Jul 14			•											
Bastille Day	Jul 14			•											
National Day	Jul 21	•													
St. James Day	Jul 25											•			
Summer Bank Holiday	Aug 2					•									
Assumption Day	Aug 15	•		•	•		•					•	•		
Summer Bank Holiday	Aug 30					•									
Labor Day	Sep 6		•												•
Rosh Hashanah*	Sep 11														•
Respect for the Aged	Sep 15							•							
Independence Day	Sep 16								•						
Yom Kippur*	Sep 20														•
Autumnal Equinox Day	Sep 23							•							
Day of Unity	Oct 3				•										
Physical Culture Day	Oct 11							•							
Columbus Day	Oct 11														•
Thanksgiving	Oct 11		•												
National Day (Columbus Day)	Oct 12								•			•			
National Boss Day	Oct 16			•											•
Labour Day	Oct 25						•					•			
Bank Holiday	Oct 25						•								
Day of Reformation	Oct 31					•									
Daylight Saving Time Ends	Oct 31		•												•
All Saints' Day	Nov 1	•		•	•		•					•	•		
All Souls' Day	Nov 2	•								•					
Culture Day	Nov 3							•							
National Unity Day	Nov 4							•							
Armistice Day	Nov 11	•		•											
Veterans Day	Nov 11														•
Remembrance Day	Nov 11			•	•										
Dynasty-Kings Birthday	Nov 15	•													
Repentance Day	Nov 20					•									
Anniversary of the Revolution	Nov 20									•					
Labor Thanksgiving	Nov 23														
Thanksgiving	Nov 25														•
Advent	Nov 28														
Hanukkah*	Dec 4														•
Constitution Day	Dec 6														
Immaculate Conception	Dec 8							•					•	•	
Our Lady of Guadalupe's Day	Dec 12									•					
Emperor's Birthday	Dec 23							•							
Christmas Day	Dec 25	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Boxing Day	Dec 26	•		•			•	•			•	•			
St. Stephen's Day	Dec 26					•	•						•		

Indicates Holidays that are shown in all Day-Timer Diaries.
 *Jewish Holidays are celebrated by members of that faith in all countries.
 While great care has been taken in compiling the information in this diary, the publishers cannot accept responsibility for any errors.

JANUARY							JULY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3				1	2	3	4
4	5	6	7	8	9	10	5	6	7	8	9	10	11
11	12	13	14	15	16	17	12	13	14	15	16	17	18
18	19	20	21	22	23	24	19	20	21	22	23	24	25
25	26	27	28	29	30	31	26	27	28	29	30	31	
FEBRUARY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
							23	24	25	26	27	28	29
							30	31					
MARCH							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28	29	30			
APRIL							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4					1	2	3
5	6	7	8	9	10	11	4	5	6	7	8	9	10
12	13	14	15	16	17	18	11	12	13	14	15	16	17
19	20	21	22	23	24	25	18	19	20	21	22	23	24
26	27	28	29	30			25	26	27	28	29	30	31
MAY							NOVEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30					
31													
JUNE							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6			1	2	3	4	5
7	8	9	10	11	12	13	6	7	8	9	10	11	12
14	15	16	17	18	19	20	13	14	15	16	17	18	19
21	22	23	24	25	26	27	20	21	22	23	24	25	26
28	29	30					27	28	29	30	31		