

COLLECTIVE AGREEMENT

BETWEEN

SOUTH COUNTRY VILLAGE

AND

UNITED STEELWORKERS OF AMERICA LOCAL 5885

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Letter of Understanding

- Re: Special Organizing Dues
- Re: Every Other Weekend Off
- Re: Education Allowance
- Re: Home Care Hours
- Re: Name Tags and Parking

COLLECTIVE AGREEMENT made this 24 day of NOVEMBER, 2004.

BETWEEN

HAVEN OF REST OF MEDICINE HAT & SUNNYSIDE NURSING HOME SOCIETY
(hereinafter referred to as (South Country Village) "Employer")

OF THE FIRST PART

AND

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

OF THE SECOND PART

PREAMBLE:

AGREEING that the primary purpose of the South Country Village is to give Residents holistic Christian care in a most efficient and competent way, it is therefore the intent of the parties to:

- a) Uphold the Home's Philosophy and Objectives, practice Christian principles and promote a Christian atmosphere in our Facilities.
- b) Ensure the best possible service and care.
- c) Protect the interest of Residents, Employees and Employer.
- d) Maintain and promote harmonious relations between the Employer and the Union.
- e) Recognize the mutual value of on-going communications 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** This Agreement, unless altered by mutual consent of both parties hereto, shall be in force and effect from and after April 1, 2004 to and including March 31, 2006 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.
- 1.02** Where notice is served by either party to commence bargaining, this Agreement shall remain in full force and effect until procedures of the Labour Relations Act for the resolution of disputes have been complied with.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.01** The Employer retains all rights not otherwise abrogated or restricted in this Collective Agreement and shall exercise rights in a fair and equitable manner.
- 2.02** Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- a) maintain order, discipline, efficiency and to make, alter and enforce, from time to time, rules and regulations to be observed by the Employee, which are not in conflict with any provisions of this Collective Agreement;
 - b) direct the working force and to create new classifications and work units and to determine the number of Employees, if any, needed from time to time in any work unit or classification and to determine whether or not a position, work unit, or classification will be continued or declared redundant;
 - c) hire, promote, transfer, layoff and recall Employees;
 - d) demote, discipline, suspend or discharge for just cause.
- 2.03** The Employer will have departmental policies and procedures readily available for Employees. These manuals shall not be inconsistent with the provisions of this Collective Agreement.

ARTICLE 3: RECOGNITION

- 3.01** The Employer acknowledges that when duly certified as the bargaining agent for Employees described in the certificates issued by the Alberta Labour Relations board, the Union shall have exclusive authority to bargain collectively on behalf of the Employees in the unit composed of those Employees employed in employment classifications identified in the Salaries Schedule appended hereto, and to bind them by a Collective Agreement.
- 3.02** No Employee governed by this Agreement shall be required or permitted to make any written or verbal agreement which may be in conflict with this Agreement.
- 3.03** For the purposes of this Agreement, the Union will be represented by its properly appointed officers or representatives. The Union shall provide the Employer with a current list of the officer's names.
- 3.04** All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer and the Union representative.
- 3.05** Union Management Meetings
- a) The Employer and the Union agree to meet on a bi-monthly basis to resolve issues of concern and to discuss matters of mutual interest.
 - b) Each Party shall submit to the other party, an agenda of items that they wish to discuss at least two (2) working days in advance of each meeting.
 - c) Membership for each of the parties shall not number more than four (4).
 - d) Each Employee shall be paid her basic rate of pay for attendance at these committee meetings.

ARTICLE 4: DEFINITIONS

- 4.01** "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall be determined in accordance with the following:
- a) **"Regular Employee"** is one who works on a Full-time or Part-time basis on regularly scheduled shifts of a continuing nature.
 - i) "Full-time" Employee is one who is regularly scheduled to work the full specified hours in Article 9 of this Collective Agreement.
 - ii) "Part-time" Employee is one who is regularly scheduled for less than the normal hours specified in Article 9 of this Collective Agreement.
 - b) **"Casual Employee"** is one who:
 - i) works on a call in basis and is not regularly scheduled; or
 - ii) to replace a Full-time or Part-time Employee who is on leave due to illness, injury, pregnancy, vacation or any other leaves of absence for a period of three (3) months or less.
 - iii) weekend relief
 - iv) must be available to work all shifts, including weekends.
 - c) **"Temporary Employee"** is one who is hired on a temporary basis for a Full-time or Part-time position:
 - i) for a specific job of more than three (3) months; or
 - ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - iii) to replace a Full-time or Part-time Employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 4.02** **"Employer"** shall mean and include such officers as may from time to time be appointed, or designated, to carry out administrative duties in respect of the operations and management of the facility.
- 4.03** Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine had been used where the context of the party or parties hereto require.
- 4.04** **"Union Representative"** means a representative from the Union authorized by the Union to act on behalf of an Employee.
- 4.05** **"Work Schedules"** means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term shall be understood to mean a period of time not exceeding six (6) weeks.
- 4.06** **"Weekend"** shall be defined as Saturday and the following Sunday ensuring a minimum of fifty- six (56) hours off duty,
- 4.07** **"Union"** shall be defined as United Steelworkers of America Local 5885.
- 4.08** **"Basic Rate of Pay"** shall mean the incremental step in the Salaries Schedule applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all premium payments.
- 4.09** **"Continuous Service"** shall mean the period of employment commencing on the latest date of employment within the bargaining unit that is not interrupted by termination or dismissal.
- 4.10** **"Position"** shall be defined as the awarded posting.

ARTICLE 5: NO DISCRIMINATION

- 5.01** There shall be no discrimination, restriction or coercion exercised or practised in respect of any Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, physical disability, mental disability, marital status, nor by reason of membership or non-membership or activity in the Union, nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

ARTICLE 6: SENIORITY AND PROBATION

Seniority

- 6.01** An Employee's "Seniority Date" shall be the date on which a Regular Employee's continuous service commenced within the bargaining unit.
- 6.02** Seniority shall not apply during the probationary period, however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 6.01.
- 6.03** Seniority shall be the determining factor for:
- a) assignment of temporary available shifts, subject to the provisions of Article 9.
 - b) preference of vacation time subject to the provisions of Article 13.
 - c) layoffs and recalls, subject to the provisions specified in Article 19.
 - d) transfers and in filling vacancies within the bargaining unit subject to the provisions specified in Article 7.
 - e) assignment of shift types subject to Article 19.
- 6.04** Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire:
- a) when the employment relationship is terminated by either the Employer or the Employee.
 - b) upon the expiry of twenty-four months following the date of layoff, if during which time the Regular Employee has not been recalled to work.
 - c) if a Regular Employee does not return to work on recall.
- 6.05** a) Seniority lists will be updated by the Employer on a quarterly basis (i.e. January 1, April 1, July 1, October 1). A copy shall be given to the Union. Upon proof error, the Employer shall immediately revise the list. Copies of the list with revisions thereof shall be forwarded to the Union simultaneously.
- Should a difference arise regarding an Employee's seniority, the Employer will provide the Employee with the information necessary to establish accurate seniority.
- b) The seniority list shall include the following information: name, seniority dates, date of hire, classification and guaranteed hours.

- 6.06**
- a) An Employee shall serve a single probationary period of four hundred eight seven (**487**) hours worked for each period of continuous employment not interrupted by termination or dismissal. The probationary period may be extended by mutual written agreement between the Employer and the Union for a period of up to an additional two hundred and forty (**240**) hours. If the Employee is determined by the Employer to be unsatisfactory during the probationary period, the Employee may be terminated without notice or pay (except as may be required by provisions of the Alberta Employment Standards Code).
 - b) The Employer shall provide a reason for the termination to the Employee, and the Employee shall not have recourse to the grievance procedure, set out in this Collective Agreement or the Employment Standards Code, with respect to such termination.

- 6.07**
- a) The Employer shall provide a paid orientation period up to three (**3**) days. This orientation period may be reduced depending on experience and qualifications of the new Employee. Additional orientation requested by an Employee will not be unreasonably denied.
 - b) A Union representative may spend up to one-half hour with new Employees during general orientation to familiarize the new Employee with the Union.

6.08 The Employer shall provide a written performance appraisal to each probationary Employee at least once during her probationary period.

6.09 By appointment made at least one (1) business day in advance, an Employee may view her personnel file at her work facility once each year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing her personnel file.

An Employee shall be given a copy of the contents of her personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance, provided that she first pays to the Employer a reasonable fee, established by the Employer to cover the cost of copying. Such fees shall be waived where the Employee requests a copy of material related to an individual grievance filed on behalf of the Employee.

Performance Appraisals

6.10 The purpose of the performance appraisal is to provide a constructive review of the Employee's performance.

- 6.11**
- a) Employees shall receive a written performance appraisal yearly.
 - b) Meetings for the purpose of the performance appraisal interview shall be scheduled by the Employer with reasonable advance notice. At the interview, the Employee shall be given a copy of her performance appraisal document. The Employee shall sign her performance appraisal for the sole purpose of indicating that she is aware of the performance appraisal, and shall have the right to respond in writing within ten (10) days of the interview and that reply shall be placed in her personnel file.

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

ARTICLE 7: APPOINTMENTS AND TRANSFERS

- 7.01**
- a) The Employer shall **post** within the facility notices of vacant positions within the bargaining unit not less than seven (7) calendar days in advance of making an appointment. Posted vacancy to be filled within the next twenty-one (21) calendar days.
 - b) The posting shall contain the following information:
 - i) qualifications required;
 - ii) employment **status**;
 - iii) the number of hours per vacancy.
 - iv) the area of work and shift type (subject to operational requirements)
 - c) **A** vacancy resulting **from** either:
 - i) the creation of a specific position of more than three (3) months, or;
 - ii) a leave of absence granted for a period known to be longer than three (3) months shall be posted pursuant to Article 7.01.
 - d) Effective April 1, 2004, a Regular Employee who is successful on a temporary posting shall maintain her status as a Regular Employee. At the completion of the temporary term, the Regular Employee shall return to her former position. A Casual Employee who is successful for a temporary position shall, at the completion of her temporary term, resume the normal terms and conditions of employment applicable to a Casual Employee.
- 7.02** Applications for vacancies or transfers, shall be made in writing to Human Resources.
- 7.03** When circumstances require the Employer to hire a new Employee to fill a vacancy pending completion of the transactions contemplated in Article 7, the appointment shall be made on a casual basis only.
- 7.04** When making transfers and filling vacancies within the bargaining unit, the determining factors shall be the most requisite job related skills, training, knowledge and other relevant attributes and where these factors are considered by the Employer to be satisfactory, seniority shall be the deciding factor.
- 7.05** All applicants for a posted vacancy shall be informed of their acceptance and a copy forwarded to the Union within seven (7) calendar days of closing. The Union has the option of posting awarded position on their bulletin board.
- 7.06** Transfers shall be on a trial basis. The transferred Employee shall serve a trial period of one hundred sixty-two point three (162.3) hours worked, in which **to** demonstrate the ability **to** fill the new position satisfactorily. The trial period may be extended by the number of working hours absent for any reason during the trial period.
- During the trial period, the Employee may either:
- a) return to the Employee's former position, **at** the Employee's request; or
 - b) be returned to the Employee's former position.
- In the event that an Employee returns to her former position pursuant to Article 7, the Employer shall have one (1) opportunity to **fill** the resultant vacancy by selecting from the applicants on the original posting. Should the Employer exercise this right, the posting provisions of this Article will be deemed to be satisfied. In circumstances where reinstatement is not possible, the Employer may assist the Employee finding a position consistent with her abilities and/or qualifications, which position may not be the specific position or in the specific area occupied prior to the transfer.
- 7.07** When an Employee is transferred or transfers to a lower rated position the Employee shall retain the same increment step in the lower rated position which she previously held.
- 7.08** In the event subcontracting is needed, the Employer will notify the Union with as much advance notice as possible of such change and will meet to discuss measures including those under this Collective Agreement to protect the interests of Employees so affected.

ARTICLE 8: UNION MEMBERSHIP AND DUES DEDUCTION

- 8.01**
- a) Membership in the Union is voluntary.
 - b) All employees have the right:
 - i) to be members of the Union and to participate in its lawful activities;
 - ii) to bargain collectively with the Employer through the Union.

8.02 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn while on duty and no lapel pin shall be worn in food services. No Union insignia shall be displaced on the Employer's equipment or facilities except the designated Union bulletin board.

8.03 The Employer will as a condition of employment, deduct from the earnings of each Employee covered by this Collective Agreement an amount equal to the dues as determined by the Union.

8.04 Consistent with the payroll system of the Employer, the Union will advise the Employer of the bi-weekly amount of its membership dues. An amount equal to said membership dues will be deducted from each Employee at the prescribed rate and remitted to the Union not later than the fifteenth (15) of the month following.

8.05 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following of the notice period.

8.06 Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.

8.07 The Employer shall indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.

ARTICLE 9: HOURS OF WORK

9.01 Regular hours of work for Full-time Employees, exclusive of meal periods shall be:

- a) seven and one half (7 ½) consecutive hours per day;
- b) thirty seven and one-half (37 ½) hours per week averaged over a two (2) week period.

Regular hours of work for Part-time Employees, exclusive of meal periods, shall be as scheduled by the Employer but shall be less than Full-time Employees. They may work less than seven and one-half (7 ½) hours per day, and shall work less than thirty seven and one-half (37 ½) hours per week, averaged over a two (2) week period.

9.02 Regular hours of work shall be deemed to:

- a) include, as scheduled by the Employer, either
 - i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven and one-half (7 ½) hours,
 - ii) one rest period of fifteen (15) minutes during each half shift of three and three quarter (3 ¾) hours.

Rest and meal periods shall be arranged by the Employer in such a manner as to cause minimum disruption of work schedules.

- b) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- c) if an Employee is recalled to duty or if the Employer requires an Employee to work during her meal break or rest period she shall be given a full meal period or rest period later in her shift, or, where that is not possible, be paid for the meal period or rest period at time and one-half (1½) her basic rate of pay.

- 9.03** Except in cases of emergency or by written mutual agreement between a Regular Employee and the Employer, work schedules shall provide:
- a) at least fifteen **(15)** hours off duty between shifts for Regular Full-time Employees,
 - b) at least twelve **(12)** hours off duty between shifts for Regular Part-time.
 - c) at least two **(2)** consecutive days of rest for Regular Full-time and Regular Part-time;
 - d) days of rest on two **(2)** weekends in a work schedule, or: three **(3)** weekends in a work schedule for Regular Employees based on seniority, limited to the availability of staffing and shall be regulated by the Employer.
- 9.04** An Employee reporting for work on her regular shift shall be paid at the regular rate of pay for the entire period of work with a minimum of three **(3)** hours pay if she does not commence work and a minimum of three and three quarter (3 3/4) hours pay if the Employee does commence work.
- 9.05** Schedule of work hours shall be posted at least four (4) weeks in advance of the week to which they apply. If it is necessary to change a shift schedule, the Employee concerned shall be notified by the supervisor.
- 9.06** An Employee will not be scheduled to work more than six (6) consecutive shifts except as may be mutually agreed in writing between the Employer and the Employee. Regular Part-time employees who volunteer or request to be considered for additional shifts shall advise Human Resources in writing, as to the extent of their availability to meet temporary operational requirements.
- Where a Regular Part-time Employee volunteers or requests to work additional hours/shifts, she shall be paid at her basic rate of pay for such hours subject to Article 10.
- 9.07** Except when application of this Article is waived by mutual agreement between the Employee and the Employer, where a Regular Employee's scheduled days off are changed without fourteen (14) days notice, the Employee shall be paid at the applicable overtime rate for all hours worked on what should otherwise have been her off duty days.
- 9.08** On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed said Act for the resumption of Daylight Savings Time, the resultant reduction of one **(1)** hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 9.09** A Regular Employee shall not be required to work any additional hours beyond their awarded position.
- 9.10** Regular Employees wishing to cut back on hours of work due to health reasons must provide a Doctor's certificate stating health reasons. In such cases the Union agrees to waive the posting provisions of the Collective Agreement.
- 9.11** Regular Employees may exchange shifts among themselves provided that:
- a) the exchange is agreed to, in writing, between the affected Employees; and
 - b) prior approval of such exchange has been given by Human Resources. Prior approval will not be unreasonably denied if two **(2)** business days submission is given, and
 - c) such exchange shall not cause an increased cost to the Employer.
- 9.12** A copy of Employee shift schedules shall be given to the Union upon request if a dispute arises.
- 9.13** An Employee will not be required to work split shifts except by mutual agreement between the Employee and the Employer.
- 9.14** A Regular Employee shall not be scheduled to work more than two **(2)** different shifts between scheduled days off except as mutually agreed between the Employer and the Employee.

ARTICLE 10: OVERTIME

- 10.01** Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one-half (7 ½) hours per day, and/or thirty seven and one half (37 ½) hours per week averaged over a two week period, and/or on the scheduled days of rest for Full-time Employees. The Employer shall provide overtime forms which are to be signed by the designated authorizing person and shall be given to Human Resources.
- 10.02** Full-time Employees required to work on their scheduled days off shall be paid for the first day worked at one and one-half (1 ½) times the applicable basic rate of pay and two (2) times the basic rate of pay for the second and subsequent days off unless the Employee is given at least seven (7) calendar days notice of the change of work schedule.
- 10.03** If mutually agreed between the Employee and the Employer, equivalent time off in lieu of pay may be granted. Time off not taken by the last pay period in March shall be paid out at the applicable overtime rate.

ARTICLE 11: HEALTH AND SAFETY

- 11.01** The Employer shall establish an Occupational Health and Safety Committee, which shall be composed of representatives of the Employer and representatives of the Union from each department. The Committee shall meet once a month, and in addition shall act promptly after receiving a written complaint regarding occupational health or safety. An Employee shall be paid the Employee's basic rate of pay for attendance at Committee meetings.
- Minutes of each meeting shall be taken and shall be approved by the committee prior to circulation. The purpose of the Occupational Health and Safety Committee is to consider such matters as Occupational Health and Safety and may make recommendations to the Employer in that regard.
- The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and make recommendations to the Employer in that regard.
- 11.02** The Employer shall have in place a harassment policy which shall be reviewed annually by the Occupational Health and Safety Committee.
- 11.03**
- a) The parties to this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies not only with the individual but also with the Employer. For the purpose of this Article, the term "in-service" includes; orientation, acquisition and maintenance of essential skills, and other programs which may be offered by the Employer.
 - b) The Employer reserves the right to identify specific in-service sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable basic rate of pay for attendance. The following in-service programs shall be compulsory and shall be provided to Employees on an annual basis.
 - i) CPR (when established by the Employer as a mandatory qualification);
 - ii) Fire, evacuation and disaster procedures; and
 - iii) Proper lifting and prevention of back injuries.
 - c) Employees who, with prior approval of their supervisor, attend in-service programs which are not identified as compulsory by the Employer shall suffer no loss of regular earnings for attending such programs.
 - d) The Employer shall make mandatory annual in-service on the prevention and management of staff abuse/harassment. The Employer shall make available as recommended by the Occupational Health and Safety Committee other in-service education programs deemed appropriate for the purpose of maintaining proficiency.

ARTICLE 12: SALARIES

- 12.01** The basic rate of pay as set out in the Salaries Schedule shall be applicable to all Employee's covered by this Collective Agreement. Subject to any of the other terms of this Collective Agreement providing for the withholding **or** delay in granting of an increment, Employees shall be entitled to an increment on the completion of one thousand nine hundred and fifty (1950) regular hours of work. Regular hours of work for the purpose of this Article 12.01 shall also include, paid vacation, named holiday, paid sick time and any other paid regular time.
- 12.02** When an Employee **is** transferred to a classification with a higher rate of pay, she shall be advanced to the start rate of such higher classification, except where that start rate is lower than the Employee's existing basic rate of pay. In the latter case, she shall be advanced to the next higher increment for the higher classification provided that the trial period in the new position is successfully completed.
- 12.03** When an Employee voluntarily transfers to a classification with a lower rate of pay her salary shall be adjusted immediately to the basic rate she would have been entitled to, had she been on the lower rated classification from commencement of employment.
- An Employee whose position is reclassified to one with a lower basic rate of pay, through no cause of her own, 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.
- 12.04** In the event that the Employer increases duties in any classification of this Agreement substantially, or when a new classification is created for which there is no pay scale in this Collective Agreement, the Employer will agree to negotiate an appropriate pay scale with the Union prior to implementation. Should the two parties fail to reach **an** agreement, the Grievance Procedure shall apply. The parties to this Collective Agreement may mutually agree that the classification is within the scope of the unit for which the Union is the certified bargaining agent. Failing that, the parties may request the labour relations board to determine if the new classification is within the scope for which the Union is the certified bargaining agent.
- 12.05** Employees required by the Employer to attend staff meetings, and committee meetings shall be paid at the applicable basic rate of pay for attendance at such meetings.
- 12.06** **For** the purpose of establishing the basic rate of pay on hire, the Employer shall recognize previous experience satisfactory to the Employer. Previous experience will be recognized in complete yearly units of one thousand nine hundred and fifty (1950) hours worked.
- 12.07** **Weekend Differential**
- An** Employee shall be paid in addition to her basic rate of pay, a weekend differential of one dollar and seventy-five (**\$1.75**) per hour for all hours worked between twenty-three hundred (2300) hours Friday and twenty-three hundred (2300) hours Sunday. Effective April 1, 2005 the weekend differential will be paid at a rate of two dollars (\$2.00) per hour.

ARTICLE 13: VACATION

13.01

Definition: For the purpose of this Article:

- a) "Vacation" means vacation with pay based on regular wages earned during the preceding vacation year. In addition, vacation with pay shall also be based on paid sick time up to eighteen (18) paid days during the preceding vacation year.
- b) "Vacation Year" means the twenty six (26) pay periods commencing the first pay period of April concluding twenty six (26) pay periods following.

13.02

Vacation Entitlement Regular Full-Time

During each vacation year of continuous service in the employ of the Employer, a **Regular Full-time** Employee shall earn entitlement to a vacation with pay and the rate of earning entitlement shall be as follows:

- i) under one thousand nine hundred **fifty** (1950) hours of service, an Employee earns a vacation at the rate of five-sixth (5/6) days/ (6.5 hours) vacation per month at a rate of 4%.
- ii) on completing one thousand nine hundred **fifty** (1950 hours), one (1) full vacation year of service, an Employee earns a vacation at the rate of ten (10) working days/ (75 hours) at a rate of 4%.
- iii) on completing three thousand nine hundred (3900) hours, two (2) full vacation years of service, an Employee earns a vacation at the rate of fifteen (15) working days/ (112.5 hours) at a rate of 6%.
- iv) on completing eleven thousand seven hundred (11700) hours, six (6) full vacation years of service, an Employee earns a vacation at the rate of twenty (20) working days/(150 hours) at a rate of 8%.
- v) on completing nineteen thousand five hundred (19500) hours, ten (10) full vacation years of service, an Employee earns a vacation at the rate of twenty-five (25) working days/ (187.5 hours) at a rate of 10%.
- vi) on completing twenty nine thousand two hundred **fifty** (29250) hours, fifteen (15) full vacation years of service, an employee earns a vacation at the rate of thirty (30) working days/(225 hours) at a rate of 12%.

13.03

Vacation Entitlement Regular Part-Time

During each vacation year of continuous service in the employ of the Employer a Regular Part-time Employee shall earn vacation with pay based on:

Regular wages earned during	(x)	the applicable %	(+)	by the hourly rate of pay at	(=)	amount of paid vacation
the previous vacation year		(Article 13:02)		the end of the vacation year		hours to be taken
(Article 13.01)				(Article 13:01)		

In addition, vacation with pay shall also be based on paid sick time up to eighteen (18) paid days during the preceding vacation year.

13.04

An Employee leaving the service of the Employer at any time before she has exhausted her vacation shall receive a proportionate payment of regular earnings.

13.05

- a) The Employer shall post the vacation schedule planner by February 1st of each year. Where an Employee submits her vacation preference by March 1st of that year, the Employer shall indicate approval or disapproval of that vacation request and alterations must be made by April 1st of the same year.
- b) Seniority within each department shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.
- c) A request to utilize vacation shall be made in writing to Human Resources. The request shall be subject to the approval of the Employer and shall not exceed vacation accrued to the date of the request.
- d) Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee which shall not unreasonably be denied dependent on operational requirements.
- e) There will be no carry over of vacation from one vacation year to the next, nor shall vacation from one year be taken consecutively with vacation in the ensuing vacation year, except with the approval of the Employer.

13.06

An Employee required by the Employer to return to work during her vacation shall receive one and one-half (1 ½) times her basic rate of pay for hours worked. In addition to receiving the premium pay, the time so worked will be rescheduled as vacation leave with pay.

ARTICLE 14: NAMED HOLIDAYS

14.01 Regular Full-time Employees shall be entitled to receive a day off with pay on or for the following Named Holidays:
New Years Day, Alberta Family Day, Good Friday,
Victoria Day, Canada Day, August Civic Holiday,
Labour Day, Thanksgiving Day, Remembrance Day,
Christmas Day, Boxing Day.
and any day proclaimed to be a holiday by the Government of the Province of Alberta or the Government of Canada.

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

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

14.03 A Regular Full-time Employee required by the Employer to work on a named holiday shall be paid for regular hours worked on a named holiday at one **and** one-half (1 ½) times her basic rate of pay in addition to the pay, she shall receive a day off with pay in lieu within thirty (**30**) days of the holiday **as** provided. Should it not be possible to grant such extra days, she shall be paid at the basic rate of pay for the number of hours worked in the scheduled shift.

14.04 Should a named holiday **fall** during a Regular Full-time Employees vacation period, she shall be allowed an extra day for such named holiday. Should **it** not be possible **to** grant such **an** extra day she shall be paid a regular days pay.

14.05 A Regular Part-time Employee who works on a named holiday shall be paid at the rate of one and one-half (1 ½) times her basic rate of pay for all hours worked on such a day. An extra four point six percent (**4.6%**) of her regular earnings shall be paid **bi-weekly** in lieu of named holiday pay.

ARTICLE 15: EMPLOYEE BENEFITS PLAN

15.01 The Employer shall facilitate the procurement, by Regular Employees, of insurance protection by way of participation in group insurance plans, subject to the enrolment and other requirements of the Insurer provided that said enrolment and other requirements **are** met, the following group insurance plans shall be continued or implemented:

- a) Alberta Health Care Insurance Plan;
- b) Health Organization benefits plan, or equivalent, inclusive of:
 - i) Alberta Blue Cross Dental Plan
 - ii) Alberta Blue Cross Supplementary Benefits Plan

15.02 **Enrolment by:**

- a) Regular Full-time Employees
- b) Regular Part-time Employees whose regular hours of work exceed twenty (20) hours per week.

Shall be facilitated in accordance with the enrolment and other requirements of the Employer & Insurer.

15.03 The premium **costs** shall be shared, seventy five percent (**75%**) by the Employer and twenty five percent (**25%**) by the Employee.

15.04 Registered Retirement Savings Plan

The Employer shall have a Registered Retirement Savings Plan available for voluntary contribution by Employees. The Employee and the Employer shall make matching **bi-weekly** contributions of two percent (**2%**) of the Employees regular earnings. Effective January 1, 2006 the Employee and the Employer shall make matching **bi-weekly** contributions of three percent (**3%**) of the Employees regular earnings.

15.05 The Employer shall make available to eligible Employees brochures outlining the above plans.

ARTICLE 16: WORKERS COMPENSATION

- 16.01** Each accident or injury incurred on duty must be reported to the Employer. A Regular Employee receiving compensation benefits shall be deemed on Workers' Compensation Leave.
- 16.02** Employees shall be covered by the Workers' Compensation Act and regulations there under. An Employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer and who qualifies for benefits pursuant to The Workers' Compensation Act, will receive compensation benefits directly from the Workers' Compensation Board. If the Employee incurs delays through no fault of her own in receiving payment from The Workers' Compensation Board, the Employer will advance or lend money in the amount(s) due from The Workers' Compensation Board provided the necessary repayment of cheque transfer forms are signed.
- 16.03** An Employee who has been on Workers' Compensation leave 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 fourteen (14) days written notice of readiness to work. Such advance notice shall not be required in the case of short term absence twenty-eight (28) calendar days or less. The Employer shall then reinstate the Employee in the same position held by her immediately prior to the disability with benefits that accrued to her prior to the disability.
- 16.04** The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions.
- 16.05** At the expiration of twenty-four (24) months from the first day of absence as a result of an accident sustained while on duty in the service of the Employer within the meaning of The Workers' Compensation Act, an Employee who is not capable of returning to work shall be considered to have terminated her employment relationship with the Employer.
- 16.06** Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of her condition in a prompt and timely manner.
- 16.07** Employees who are in receipt of Workers' Compensation shall not be entitled to named holidays and shall cease to accrue vacation and sick leave credits if such absence due to disability exceeds thirty (30) calendar days.
- 16.08** An Employee receiving compensation benefits shall be deemed on Workers' Compensation leave and shall remain in the continuous service of the Employer for the purpose of salary increments only.

ARTICLE 17: SICK LEAVE

- 17.01** Sick leave is provided by the Employer, for the purpose of maintaining regular earnings during absences due to illness or accident for which compensation is not payable under the Workers' Compensation Act or for quarantine by a Medical officer of Health.
- 17.02** On completion of the stipulated probationary period as per Article 6 a Regular Full-time Employee will receive a credit for sick leave computed from the date her continuous service commenced at the rate of one and one-half (1 ½) working days for each full month of Employment. A Regular Part-time Employee shall be prorated on the basis of the regularly scheduled hours worked by the Employee in relation to the regularly scheduled hours for a Full-time Employee, up to a maximum of one hundred and twenty (120) days. Provided however, that an Employee shall not be entitled to apply sick leave credits for absences due to illness occurring prior to the completion of her probationary periods, nor for additional shifts worked pursuant to Article 9.
- In the case of:
- a) illness,
 - b) injury,
 - c) layoff,
 - d) leave of absence,
 - e) periods while in receipt of compensation from the Workers' Compensation Board,
- sick leave shall not accrue during this period of absence.

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

- 17.03** Employees reporting sick shall advise the Employer **as** soon as possible and regularly thereafter as required by the Employer.
- 17.04** Subject to the above, a Regular Employee granted sick leave shall be paid for the period of such leave at the basic rate of pay and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 17.05** Employees may be required to substantiate to Human Resources, in the form prescribed by Human Resources any illness in excess of two **(2)** consecutive working days certifying that such Employee was unable to carry out her duties due to illness. Where it is indicative that abuse of sick leave has occurred, the Employee will be notified in writing and the Employer will have the right to require proof of illness for each such absence.
- 17.06** Except **as hereinafter** provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period **of** the scheduled vacation once vacation leave has commenced. Should an Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital **as** an "In Patient" contiguous to or during the course of vacation shall be considered to be on sick leave. In this instance vacation time not taken as a result of such stay in hospital be taken at a mutually agreeable later date. In the event that the illness or injury prevents the Employee from resuming her duties at the conclusion of the vacation period and she has substantiated her claim for sick leave, income continuance thereafter will be in accordance with Article 17.04.
- 17.07** Sick leave may not be paid on the scheduled day before or the day after shift exchanges. The Employer may require proof of illness.
- 17.08** Sick leave shall not be granted for absence due to any elective procedures, unless deemed by the Physician to be necessary and adequate notice be given to the Employer.
- 17.09** Upon request of an Employee but not more frequently than twice **(2)** a year, the Employer shall advise an Employee of her accrued sick leave credits.
- 17.10** An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on a leave of absence without pay or benefits subject to Article 18.01(d). 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 written notice of readiness to return **to** work and;
- a) if the Employee is capable of performing the duties of her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same step in the pay scale and other benefits that accrued to her prior to her disability;
 - b) if the Employee is incapable of performing the duties of her former position, or at the expiration of twelve (12) months from the last day of paid sick leave the Employer may have the option of:
 - i) terminating the Employee
 - ii) retaining the Employee for another period of not longer than twelve **(12)** months.

This review must be agreed by the Employer and the Union.
- 17.11** Payout of Credits:
- a) provided that the current period of continuous employment commenced prior to April 1, 1980.
 - b) An Employee who retires under the provisions of any pension or compulsory retirement regulations of the Employer, and who has at the date of retirement eight (8) or more years of service or
 - c) The beneficiary, **as** determined by the Employer, of an Employee who dies while in the service of the Employer, **a** sick leave gratuity amounting to one-half ($\frac{1}{2}$) of the sick leave standing to her credit at the rate of the Employees basic rate of pay at the time of retirement or death as applicable subject to a maximum of four **(4)** months of such earnings.
- 17.12** The Employer recognizes that alcoholism, drug addiction and mental illness are illnesses which can respond to therapy and treatment and that approved absence from duty due to such therapy or treatment shall be considered as sick leave.

ARTICLE 18: LEAVE OF ABSENCE

18.01 General Conditions

- a) Requests for a leave of absence, without pay or benefit of Employer contributions will, where possible, be made in writing to Human Resources for approval. The Employer shall not unreasonably deny leave of absence requests depending on operational requirements.
- b) Employees granted leave of absence may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to their leave of absence.
- c) 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 the approval by the Insurer(s), Employees may elect to maintain coverage of health plans specified in Article 15, 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) For maternity related illness during which an Employee has a valid health related reason for being absent from work and who is in receipt of sick leave, benefit plan premium payments shall be administered in the same fashion as an Employee absent due to illness.

18.02 Union Representative

- a) When it is necessary for a Union member to make a request for a leave of absence without pay to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval.
- b) The Employer shall not unreasonably withhold leave of absence, with or without pay, for Employees elected or appointed to represent the Union at conventions, workshops, institutes, seminars, or to attend meetings as a member of the Union's Local Executive Board.
- c) When leave to attend Union business has been approved, and is granted with pay, the Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of the benefits.
- d) One (1) Employee who is elected for a Full-time position with the Union shall be granted leave of absence without pay and shall retain their seniority.

18.03 Negotiations

Representatives of the Union shall be granted time off with pay, or no loss of seniority in order to participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavour to provide as much advance notice as possible to the Employer.

18.04 Maternity

A Regular Employee of continuous employment shall, upon her written request, providing at least one (1) month in advance notice, be granted maternity leave to become effective twelve (12) weeks immediately preceding the date of delivery or such shorter period as may be mutually agreed upon between Employer and Employee, provided however that where in the opinion of the Employer her ability to carry out her normal work assignments she may be placed on maternity leave earlier. The total period of maternity leave shall not exceed one (1) year. Such leave shall be without pay and benefits and shall retain her seniority.

18.05

Court Appearance

An Employee required by law to appear before a court of law as a witness in matters arising out of her employment with the Employer, or as a member of a jury, shall be paid the difference between the pay received for such court service and the pay the Employee would have normally received if she had been working, based on the basic rate of pay. The Employee will report to work during those hours that she is not required to attend court.

18.06

Bereavement Leave

- a) Upon request, an Employee shall be granted five (5) consecutive working days with pay leave of absence in the event of a death of a member of the Employee's immediate family. These paid days must be within the eight (8) calendar day period immediately following the death of a member of the Employees immediate family. The first day of the eight (8) day period shall at the Employee's election, commence either on the day the death occurred or on the following day. Upon request an Employee may be granted an additional leave of absence without pay.

Immediate family is defined **as:**

spouse (including common law),	
parent,	step-parent,
child,	step-children,
brother, sister,	step-brother, step-sister.

Three (3) consecutive working days with pay shall be granted in the event of the death of the Employee's:

mother-in-law,	father-in-law,
son-in-law,	daughter-in-law,
brother-in-law,	sister-in-law,
grandparent	great-grandparent
grandchild.	

Bereavement leave with pay may be extended by two (2) additional days if travel in excess of three hundred and twenty (320) kilometres one way from the Employee's residence is necessary for the purpose of attending the funeral.

- b) When an Employee qualifies for bereavement leave of absence during her vacation, the period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

18.07

Family Leave

If an Employee is unable to report to work as the result of illness of a spouse, parent or dependent requiring the Employee's personal attention, she shall inform the Employer of such with as much advance notice as possible and she shall use either sick leave, a day in lieu of a Named Holiday(Full-time Employees), or an unpaid leave of absence for the hours not worked. Such paid sick leave absence from work shall not exceed three (3) working days per year. The Employee may be required to submit satisfactory proof of illness.

18.08

Education Leave

- a) The Employer recognizes the benefit to the Employer and the Employee when Employees wish to upgrade their education. Upon written request, the Employer shall grant an unpaid leave of absence for such purpose dependent on operational requirements.
- b) During an Employee's Education Leave, she may work as a Casual Employee in the bargaining unit without adversely affecting her reinstatement to the position (guaranteed hours) from which she is on leave.

ARTICLE 19: LAYOFF AND RECALL

19.01

It is the exclusive right of the Employer to:

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

Meeting With the Union

19.02

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

Notice of Layoff

19.03

- a) When in the opinion of the Employer, it becomes necessary to displace an Employee due to reduction of the work force or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee at least fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days notice shall not apply where layoff results from an act of God, fire, flood, or a work stoppage by employees not covered by this Collective Agreement.
- b) Where the layoff results from an act of God, fire or flood, the fourteen (14) calendar days notice is not required but up to two (2) weeks pay in lieu thereof based on regularly scheduled hours worked during this period shall be paid to affected Employees.
- c) The written notice of layoff will confirm in writing to the Employee the effective date her current position will be affected, the date and time of the consultation meeting referred to in Article 19.04, seniority list, and a request for the Employee to indicate alternative positions, pursuant to Article 19.04 (b).

Consultation Process

19.04

- a) A consultation meeting will be arranged by the Employer between the Employee, an Employer representative(s) and a union representative(s). The consultation process will not be unreasonably delayed as a result of the unavailability of a Union Representative.
- b) In advance of the scheduled consultation meeting, the Employee will indicate in writing to the Employer her alternative positions for placement.
 - i) These positions will be vacancies or positions occupied by less senior Employees, for which the Employee has the skill, training, knowledge, and ability to perform the work.
 - ii) If there are no other positions of the same status as the Employee's current position (either Full-time or Part-time), the Employee may indicate an alternative position of the other status (either Part-time or Full-time).
 - iii) The alternatives identified shall also be in the same classification as the Employee's current position.
 - iv) Where there are no other positions in the same classification as the Employee's current position, the Employee may indicate an alternative position which is vacant, or occupied by a less senior Employee in a classification in a lower pay grade.
- c) At the consultation meeting, the Employee's alternatives for placement will be reviewed. The Employer will then assess the Employee's skills, training, knowledge and ability to perform the work required.

Displacement

19.05

- a) Based upon this consultation, the Employee will be offered a position for which she has the skills, training, knowledge, and ability to perform the work required. The Employee shall retain the same increment step as she previously held. The Employer shall provide a paid orientation period, the nature and length of which shall be determined by the Employer, to an Employee who is placed in a new position.
- b) Where the Employee refuses an offer of an alternative position, or lacks the required skills, training, knowledge and ability, or seniority, to displace another Employee within her classification, or in a classification with the same or lower rate of pay, she shall be laid off in accordance with the notice provided to her in Article 19.03.
- c) Where the Employee is offered and accepts a position occupied by a less senior Employee, the less senior Employee will receive notice and have a consultation in accordance with Article 19.04(a) through (c).

- d) When an Employee is on approved leave of absence, or Workers' Compensation Benefits, the consultation meeting, and notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

Operation of Layoff and Recall Article

19.06

The operation of this Article, including revision to shift schedules caused by layoff or displacement, shall not constitute a violation of the terms of this Collective Agreement.

Recall

19.07

- a) For the purposes of Article 19.07 through 19.10, "full layoff" shall mean that a Regular Employee does not hold a regular or temporary position due to the application of Article 19.
- b) All regular and temporary vacancies shall be posted. When there are Regular Employees on full layoff, the applications for these postings will be limited to Regular Employees who:
- i) are currently working in regular or temporary positions; or
 - ii) are on full layoff.

Casual Employees and external applicants may not apply. The postings and selection process shall be administered in accordance with Article 7 Appointments and Transfers.

- c) Where there are no applicants for a posted vacancy, or there are no suitable applicants, the most senior Regular Employee on full layoff who has the skills, training, knowledge and ability to perform the work shall be offered the position.

The method of recall shall be by telephone, and if contact with the Employee is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.

- d) No new Regular or Temporary Employees will be hired where there are other Employees, who possess the requisite skills, training, knowledge and ability for the available job, who are on full layoff.

19.08

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

19.09

Employment shall be deemed terminated when an Employee does not return from full layoff when notified to do so, or on the expiry of twenty four (24) months, from the date of full layoff, whichever first occurs.

Where an Employee on full layoff has been recalled to a temporary position pursuant to Article 19.07(c), the twenty four (24) months period shall be suspended during her temporary position and shall recommence upon the termination of the temporary position for the balance of the twenty four (24) month recall period.

Casual Shifts

19.10

- a) Employees who have been reduced in regular hours of work through the application of Article 19, and Employees on full layoff shall indicate in writing on a regular basis to the Employer their availability to work casual shifts (i.e. work opportunities of three (3) months or less).
- b) Casual shifts shall be offered to Employees who have the skills, training, knowledge and ability to perform the work, in the following order, except where patient care requirements are such that this order is not possible:
- i) Regular Employees who have been reduced in regular hours of work through the operation of this Article in order of seniority, then
 - ii) Regular Employees on full layoff in order of seniority, then
 - iii) Casual Employees and Regular Part-time Employees who have indicated their willingness to work additional shifts pursuant to Article 9.06.
- c) Regular Employees who have been reduced in regular hours of work may refuse casual shifts without penalty. Regular Employees on full layoff who refuse casual shifts may do so without adversely impacting their recall rights.
- d) This obligation to offer casual shifts according to Article 19.10 shall expire on twenty-four (24) months from the date the Regular Employee was reduced in regularly scheduled hours of work as a result of the application of this article, or twenty-four (24) months from the date the Regular Employee was on full lay off, whichever is applicable.

ARTICLE 20: DISCIPLINE AND TERMINATION

- 20.01** Unsatisfactory conduct by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record but not serious enough to warrant suspension or dismissal shall result in a written warning to the Employee and a copy to the Union representative. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.
- 20.02** Unsatisfactory performance by an Employee which is considered by the Employer to be serious enough to be entered on the Employee's record, but not serious enough to warrant suspension or dismissal, shall result in written warning to the Employee and a copy to the Union representative. It shall state a definite period in which improvement or correction is expected, and at the conclusion of such time, the Employee's performance shall be reviewed with respect to the discipline. The assignment of an improvement or correction period shall not restrict the Employer's right to take further action during such period, should the Employee's performance so warrant.
- 20.03** In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union forthwith and in any event not later than five (5) days of the action being taken. The action or suspension or dismissal shall be within fifteen (15) days of the date of the Employer first became aware of, or reasonably should have become aware of the occurrence of the act giving rise to the suspension or dismissal. When action involves a suspension, the notice shall specify the time period of the suspension.
- 20.04** Where circumstances permit, the Employer shall schedule a disciplinary discussion with the Employee. At such discussion an Employee may be accompanied by a representative of the Union.
- 20.05** Employees absent for two (2) days without notifying the Employer shall be considered to have vacated their position. They shall be subject to the grievance procedure.
- 20.06** After eighteen (18) months have elapsed any disciplinary actions shall not be used to determine the extent of any new disciplinary actions to be invoked unless management and the Union have determined that new disciplinary action was of a serious nature and previous disciplinary action was relevant to the new.
- 20.07** An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action during the two (2) year period of which the Employee is aware. The Employer shall confirm in writing to the Employee that such action has been effected.

ARTICLE 21: BULLETIN BOARDS and COLLECTIVE AGREEMENTS

- 21.01** The Employer shall provide a bulletin board to be placed in a reasonably accessible location upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices which may be of interest to Employees. The Union will not post anything objectionable to the Employer.
- 21.02** Collective Agreements
- a) Within sixty (60) days of signing of this Collective Agreement, the Employer shall provide each Employee with a copy.
 - b) The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

ARTICLE 22: CASUALS EMPLOYEES

- 22.01**
- a) Except **as** specifically provided herein the provisions of this Collective Agreement shall not apply to Casual **Employees.**
 - b) A Casual Employee shall not have the right to grieve the termination of her employment on the expiry of the term **for** which she was hired.
 - c) The provisions of Articles 1,2,3,4,5,7,8,11,12,20,21,24,25 shall apply to Casuals.
- 22.02**
- a) Effective April 1, 2004 a Casual Employee is entitled to accumulate all their hours .
 - b) **An** Employee shall serve a single probationary period of four hundred eight seven (**487**) hours worked for each period of continuous employment not interrupted by termination or dismissal. The probationary period may be extended by mutual written agreement between the Employer and the Union for a period of up to an additional two hundred and **forty** (240) hours. If the Employee is determined by the Employer to be unsatisfactory during the probationary period, the Employee may be terminated without notice or pay (except as may be required by provisions of the Alberta Employment Standards Code).
 - c) The Employer shall provide a paid orientation period up to three (**3**) days. This orientation period may be reduced depending on experience and qualifications of the new Employee. Additional orientation requested by **an** Employee will not be unreasonably denied.
- 22.03**
- a) Hours **of** work **for** Casual Employees, exclusive of meal periods, shall be as scheduled by the Employer but **shall** be less than Full-time Employees. They may work less than seven and one-half (**7 ½**) hours per day, and shall work less than thirty seven and one-half (**37 ½**) hours per week, averaged over a two week period.
 - b) Regular hours of work shall be deemed to include, **as** scheduled by the Employer, either
 - i) **two (2)** rest periods of fifteen (15) minutes during each full working shift of seven and one-half (**7 ½**) hours,
 - ii) **one rest period of fifteen (15)** minutes during each half shift of three and three quarter (**3 ¾**) hours.Rest and meal periods shall be arranged by the Employer in such a manner as to cause minimum disruption of work schedules.
 - iii) exclude a meal period of thirty (**30**) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (**4**) hours.
 - c) Shifts will **be** offered **first** to Casual Employees who have indicated their willingness to work and have fulfilled **shifts** when requested to do so.
- 22.04**
- On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours **of** work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed said Act for the resumption of Daylight Savings Time, the resultant reduction of one (**1**) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 22.05**
- Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one-half (**7½**) hours per day, and **or** seventy five (**75**) hours in a two week calendar period. Failure to provide at least eight (**8**) hours rest between shifts shall result in overtime. Overtime shall be paid at the rate of one and one-half (**1 ½**) times the basic rate of pay.
- 22.06**
- a) Effective April 1, 2004 Casual Employees shall be entitled to all increments as set out in the salaries schedule of this Collective Agreement.
 - b) Employees required by the Employer to attend staff meetings, and committee meetings shall be paid at the applicable basic rate of pay **for** attendance at such meetings.
- 22.07**
- Casual Employees shall be paid vacation bi-weekly at the rate of four percent (**4%**) in lieu of vacation.
- 22.08**
- A Casual Employee who works on a named holiday shall be paid at the rate of one and one-half (**1 ½**) times the basic rate of pay for all hours worked on such a day. An extra four point six percent (**4.6%**) of their regular earnings shall be paid bi-weekly in lieu of named holiday pay.
- 22.09**
- Casual Employees shall be covered by The Workers' Compensation Act and regulations. A Casual Employee who is unable to work **as** a result of a disability incurred while on duty in the service of the Employer and who qualifies for benefits pursuant to The **Workers'** Compensation Act, **will** receive compensation benefits directly from The Workers' Compensation Board.
- 22.10**
- Subject to the criteria established in Article 7 of this Collective Agreement, an applicant for regular employment who has experience with the Employer **as** a Casual Employee within the bargaining unit shall be given preference over external applicants.

ARTICLE 23: TEMPORARY EMPLOYEES

- 23.01**
- a) Except as specifically provided herein the provisions of this Collective Agreement shall not apply to Temporary Employees.
 - b) A Temporary Employee shall not have the right to grieve the termination of her employment on the expiry of the term for which she was hired.
 - c) The provisions of Articles 1,2,3,4,5,7,8,11,12,20,21,24,25 shall apply to Temporary Employees.
- 23.02**
- a) Effective April 1, 2004 a Temporary Employee is entitled to accumulate all their hours.
 - b) An Employee shall serve a single probationary period of four hundred eight seven (487) hours worked for each period of continuous employment not interrupted by termination or dismissal. The probationary period may be extended by mutual written agreement between the Employer and the Union for a period of up to an additional two hundred and forty (240) hours. If the Employee is determined by the Employer to be unsatisfactory during the probationary period, the Employee may be terminated without notice or pay (except as may be required by provisions of the Alberta Employment Standards Code).
 - c) The Employer shall provide a paid orientation period up to three (3) days. This orientation period may be reduced depending on experience and qualifications of the new Employee. Additional orientation requested by an Employee will not be unreasonably denied.
- 23.03**
- a) Hours of work for Temporary Employees, exclusive of meal periods, shall be as scheduled by the Employer and shall be up to:
 - i) seven and one-half (7 ½) hours per day.
 - ii) thirty seven and one-half (37 ½) hours per week, averaged over a two (2) week period.
 - b) Regular hours of work shall be deemed to include, as scheduled by the Employer, either:
 - i) two (2) rest periods of fifteen (15) minutes during each full working shift of seven and one-half (7 ½) hours,
 - ii) one (1) rest period of fifteen (15) minutes during each half shift of three and three quarter (3 ¾) hours.
 - c) Regular hours of work shall be deemed to exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- Rest and meal periods shall be arranged by the Employer in such a manner as to cause minimum disruption of work schedules.
- 23.04**
- On the date fixed by proclamation, in accordance with the Daylight Savings Time Act, of conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed said Act for the resumption of Daylight Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 23.05**
- Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one-half (7 ½) hours per day, and or seventy five (75) hours in a two week calendar period. Failure to provide at least eight (8) hours rest between shifts shall result in overtime. Overtime shall be paid at the rate of one and one-half (1 ½) times the basic rate of pay.
- 23.06**
- a) Effective April 1, 2004 Temporary Employees shall be entitled to all increments as set out in the salaries schedule of this Collective Agreement.
 - b) Employees required by the Employer to attend staff meetings, and committee meetings shall be paid at the applicable basic rate of pay for attendance at such meetings.
- 23.07**
- Temporary Employees shall be paid vacation bi-weekly at the rate of four percent (4%) in lieu of vacation.
- 23.08**
- A Temporary Employee who works on a named holiday shall be paid at the rate of one and one-half (1 ½) times the basic rate of pay for all hours worked on such a day. An extra four point six percent (4.6%) of their regular earnings shall be paid bi-weekly in lieu of named holiday pay.
- 23.09**
- Temporary Employees shall be covered by The Workers' Compensation Act and regulations. A Temporary Employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer and who qualifies for benefits pursuant to The Workers' Compensation Act, will receive compensation benefits directly from The Workers' Compensation Board.

ARTICLE 24: GRIEVANCE PROCEDURE

24.01

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

- a) an individual grievance is a dispute affecting one(1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 24.05 except in cases of suspension or dismissal which will commence at Step 2; or
- b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Article 24.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- c) a policy grievance is a dispute between the parties, which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within seven (7) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is an Employer grievance, it shall be directed to the Union representative and the Union representative shall render a written reply within seven (7) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration.

Notwithstanding Article 24.01 (a), (b), and (c) and Article 24.05 the parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officer is named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

24.02

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

24.03

Time Limits:

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of named holidays.

24.04

Mandatory Conditions:

- a) Should the Employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered to be abandoned.
- b) Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the parties have mutually agreed in writing to extend the time limits.
- c) **During** any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- d) A suspension or dismissal grievance shall commence at Step 2.

24.05

Step in the Grievance Procedure

- a) **Step 1 (Immediate Supervisor)**
An Employee who has a grievance shall first discuss the matter with her immediate supervisor and attempt to resolve the grievance at this stage. In the event that it is not resolved satisfactorily to the Employee, it may be advanced in accordance with the following steps.
- b) **Step 2 (Director of the Department or designate) If**
 - i) an individual grievance, within seven (7) days of the date the Employee first became aware of or reasonably should have become aware of the occurrence of the act causing the grievance; or

- ii) a group grievance, within seven (7) days of the date any of the aggrieved parties became aware of the event or reasonably should have become aware of the event leading to the grievance;

the grievance shall be submitted, in writing, stating the article claimed to have been violated, the nature of the grievance and the redress sought, to the Director of the Department or designate who shall reply in writing within seven (7) days of receiving the grievance. At the request of either party, a grievance hearing shall be held prior to providing a written reply. If the grievance is not settled at this stage, it may be advanced to Step 3.

c) **Step 3 (Chief Executive Officer)**

Within seven (7) days of the reply from the Director of the Department or designate, the Employee shall submit the grievance in writing to the CEO, The CEO shall hold a hearing within seven (7) days of receipt of the grievance. The Employee shall be entitled to have a Union representative present during the meeting. The CEO shall render a written decision within seven (7) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

24.06

Arbitration

- a) Either party wishing to submit a grievance to Arbitration shall, within thirty(30) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of the single Arbitrator.
- b) Within seven (7) days after receipt of notification provided for in Article 24.06(a) the party receiving such notice shall:
 - i) inform the other party of the name of its appointee to an Arbitration board or
 - ii) arrange to meet with the other party in an effort to select a single Arbitrator.
 Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.
- c) Where appointees to a Board have been named by the parties, they shall within seven (7) days endeavour to select a mutually acceptable Chairman for the Arbitration Board. If they are unable to agree upon the choice of a Chairman, application shall be made to the Director of Mediation Services to appoint an Arbitrator pursuant to the provisions of the Code.
- d) After a single Arbitrator has been selected, or the Arbitration Board has been formed in accordance with the above procedure, it shall meet with the parties within twenty-one (21) days and hear such evidence as the parties may desire to present; assure a full fair hearing, and shall render the decisions, in writing to the parties within fourteen (14) days after the completion of the hearing.
- e) In the case of an Arbitration Board, the Chairman shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the parties.
- f) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.
- g) Each of the parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two (2) parties to the dispute.
- h) Any of the time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the parties.

24.07

i **Mediation**

- a) At any step in the grievance procedure outlined in Article 24.05, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- b) The Mediator shall be appointed by mutual agreement between the parties.
- c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
- d) The expenses of the Mediator shall be equally borne by both parties.
- e) The grievance may be resolved by mutual agreement between the parties.

ARTICLE 25: SALARY SCHEDULE

	1	2	3	4	5	6	7	8
Nursing Aide								
Recreation Aide								
Rehabilitation Aide								
* April 1, 2004	12.14	12.99	13.41	13.81	14.27	14.60	15.02	15.47 EA
* April 1, 2005	12.50	13.38	13.81	14.22	14.70	15.04	15.47	15.93 EA
Dietary Aide								
Housekeeping Aide								
Laundry Aide								
April 1, 2004	11.67	12.58	12.95	13.32	13.69	14.06	14.43	
April 1, 2005	12.02	12.96	13.34	13.72	14.10	14.48	14.86	
Cook 1								
April 1, 2004	12.07	13.00	13.37	13.74	14.11	14.48	14.85	
April 1, 2005	12.43	13.39	13.77	14.15	14.53	14.91	15.30	
Cook III								
Maintenance Aide								
April 1, 2004	12.73	13.61	13.99	14.37	14.75	15.13	15.51	
April 1, 2005	13.11	14.02	14.41	14.80	15.19	15.58	15.98	

*Education Allowance to be accessed in accordance with the Letter of Understanding on Administration of Education Allowance.

(Note an Employee can not advance to Step 8 without the Education Allowance Requirements).

** Employees who were employed by the Employer on the date of November 4, 2004 shall receive retro-active pay in accordance with Article 25 Salary Schedule.

The undersigned hereby certify that the foregoing Collective Agreement properly sets forth the terms and conditions agreed upon in negotiations

ON BEHALF OF THE EMPLOYER

Sheela Greenstein
[Signature]
Anthony Petryca
Zion Deringer

DATE: *January 6, 2005*

ON BEHALF OF THE UNION

Paul Wilson
Karen Chapman
N. Quicket
Bernie Welke

DATE: *January 6, 2005*

LETTER OF UNDERSTANDING

BETWEEN

SOUTH COUNTRY VILLAGE

and

UNITED STEELWORKERS OF AMERICA, LOCAL 5885

Re: SPECIAL ORGANIZING DUES

In addition to the normal Union dues to be deducted by the Employer there is a special deduction of \$.02 per hour required from each employees earnings to be submitted to the union's special organizing fund.

It is agreed that the Union will work with the Employer to ensure that this deduction can be made and submitted without a major change in cost to the employer's payroll system or alternatively work out a percentage that is equivalent to the \$.02,

This letter of understanding shall expire on March 31, 2006.

ON BEHALF OF THE EMPLOYER

Sheela Greenstein
[Signature]
Audrey Pitrypa
John Deringer

ON BEHALF OF THE UNION

Del Wilson
Karen Chapman
H. Guckert
Bernie Wilke

DATE: January 6, 2005

DATE: January 6, 2005

LETTER OF UNDERSTANDING

BETWEEN

SOUTH COUNTRY VILLAGE

and

UNITED STEELWORKERS OF AMERICA, LOCAL 5885

RE: EVERY OTHER WEEKEND OFF

The parties agree that it would be beneficial to the employees and acceptable to the employer if a shift schedule could be arranged to provide every other weekend off.

Accordingly, during the term of this agreement a committee consisting of union members and management will be established to investigate all avenues in an attempt to establish the above mentioned shift schedule.

The employer will manage to schedule such meetings and further agrees to bear all costs including all time lost while the committee works.

This letter of understanding shall expire on March 31, 2006.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Angela Greenstein
[Signature]
Audrey Pitreynne
Dion Deringer

Del Wilson
Karen Chapman
H. Guckert
Bernie Walker

DATE: January 6, 2005

DATE: January 6, 2005

LETTER OF UNDERSTANDING

BETWEEN

SOUTH COUNTRY VILLAGE

and

UNITED STEELWORKERS OF AMERICA, LOCAL 5885

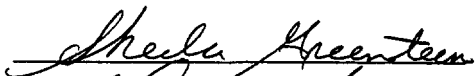
RE: ADMINISTRATION OF EDUCATION ALLOWANCE.

1. An Employee who is in one (1) of the following classifications will be eligible to access the education allowance outlined in point 2:
 - (a) Nursing Aide
 - (b) Recreation/Rehabilitation Aide
2. For the purpose of determining an Employee's access to an educational allowance pay step, the Employer shall recognize the following courses or certificates, or equivalencies, as determined by the Employer, from bona fide post secondary institutions supported by proof submitted by the Employee:
 - a) Personal Care Attendant (PCA)
 - b) Personal Support Aide (PSA)
3. a) An Employee who has successfully completed a recognized course or certificate, as outlined in Point 2 above, for which no increment adjustment has been granted shall upon provision of proof of qualifications to the Employer, be moved one increment effective September 1, 2002
4. If a new employee is hired into one (1) of the classifications outlined in Point 1 above, and has successfully completed one or more recognized courses as outlined in Point 2 above, upon provision of proof of qualifications to the Employer, such course work shall be recognized as one (1) yearly unit of previous experience pursuant to Article 12.06.
5. An employee who during the term of this collective agreement, successfully completes one or more recognized courses or certificates as outlined in Point 2 above, shall be moved one increment. Such increment shall be paid from the date the Employee provides proof of qualifications to the Employer.

This letter of understanding shall expire on March 31, 2006.

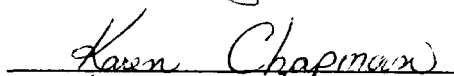
ON BEHALF OF THE EMPLOYER

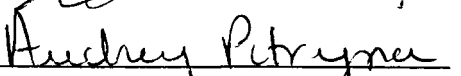
ON BEHALF OF THE UNION



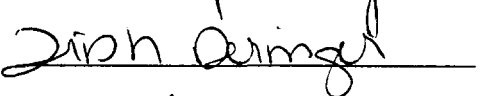














DATE: January 6, 2005

DATE: January 6, 2005

LETTER OF UNDERSTANDING

BETWEEN

SOUTH COUNTRY VILLAGE

and

UNITED STEELWORKERS OF AMERICA, LOCAL 5885

Re: HOME CARE CONTRACT HOURS

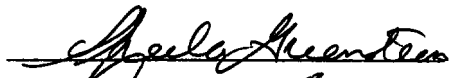
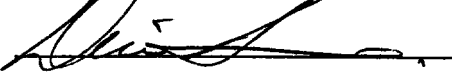
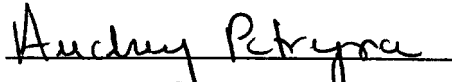
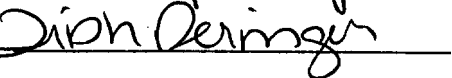
South Country Village will establish the amount of Home Care Hours for the Haven Care Centre as per the Home Care Contract. Since these hours vary every month adjustments must be made to schedules to accommodate these changes. We will post Temporary Positions with a range of possible hours, which shall be automatically renewed every six (6) months if contract hours exist. The following Employees working Home Care Hours will continue to receive benefits until they obtain a regular position.

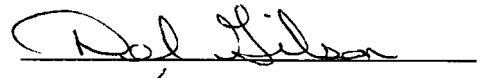
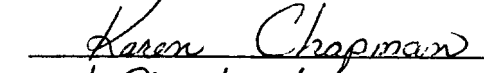


Arlyne Hycha	Up to 180 hours
Kim Tuchscherer	Up to 180 hours
Lana Matthews	Up to 135 hours
Jocelyn Turenne	Up to 135 hours

This letter of understanding shall expire on March 31, 2006.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

DATE: January 6, 2005

DATE: January 6, 2005

LETTER OF UNDERSTANDING
BETWEEN
SOUTH COUNTRY VILLAGE
and
UNITED STEELWORKERS OF AMERICA, LOCAL 5885

Re: Name Identification Tags and Parking Spots

Effective date of ratification the employer shall:

1. supply employees with name identification tags without charge.
2. supply employees with an adequate number of parking spots without charge.

This letter of understanding shall expire on March 31, 2006.

ON BEHALF OF THE EMPLOYER

Sheela Greenstein

[Signature]

Audrey Petryna

Zick Deringer

DATE: January 6, 2005

ON BEHALF OF THE UNION

[Signature]

Larry Chapman

H. Quicket

Bessie Webb

DATE: January 6, 2005