

2015 - 2017

COLLECTIVE AGREEMENT

BETWEEN

CITADEL CARE CORPORATION
St. Albert, Alberta

AND



**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION
LOCAL 1-207
Edmonton, Alberta**

July 1, 2015 to June 30, 2017

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COLLECTIVE AGREEMENT

BETWEEN

CITADEL CARE CORPORATION
(hereinafter referred to as "the Employer")

-and-

UNITED STEELWORKERS, LOCAL 1-207
(hereinafter referred to as "the Union")

ARTICLE 1 – PURPOSE

- 1.01 The parties to this Agreement desire to foster and maintain a relationship among the Employer, the Union and the employees which is in every respect conducive to their mutual wellbeing. The parties hereby pledge to fairly administer this Agreement as one means by which that purpose can be achieved.
- 1.02 If this Agreement is silent on any existing rights and privileges, this shall not mean that either the Employer or the employees are deprived of such rights or privileges.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent for this Collective Agreement and shall apply to all Employees of the Employer in the Province of Alberta when employed in "auxiliary nursing care" and "general support services" and/or as outlined in Schedule "A" attached hereto.
- 2.02 Definitions
- (a) **Full-time** employee means an employee who is regularly scheduled to work thirty eight (38) hours and forty-five (45) minutes per week.
 - (b) **Part-time** employee means an employee who is regularly scheduled to work less than thirty eight (38) hours and forty-five (45) minutes per week.
 - (c) **Casual** employee means an employee that does not have regularly scheduled shifts except when utilized for sickness relief and vacation relief.
 - (d) Where the feminine pronoun is used in the Agreement, it shall mean and include the masculine pronoun where the context so requires and vice versa.
 - (e) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:

- (i) for a specific job of more than three (3) months but less than fourteen (14) months. A request by the Employer to extend the time limit shall not be unreasonably denied; 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.
- 2.03 "Employer" shall mean and include such officers as may from time to time be appointed or designated to carry out administrative duties in respect of the operation and management of the Site.
- 2.04 "Unit Representative" shall mean a bargaining unit Employee, in the employ of the Employer, elected or appointed to act in an official capacity for the Local Union.
- 2.05 "Union Representative" shall mean any person, not in the employ of the Employer, elected or appointed by the United Steelworkers to act in an official capacity for the Local Union.
- 2.06 Employees shall work co-operatively with nurses and other supervisory personnel while performing their normal work in order to enhance the quality care provided for the residents of the Care Centre. Within this context, registered nurses, supervisors and other personnel outside the bargaining unit will work together with bargaining unit employees to achieve the same objective.
- 2.07 Management Rights
 - (a) The Union agrees that it is the exclusive function of the Employer to perform the usual functions of Management, including, but not to restrict the generality of the foregoing.
 - (i) to conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline and efficiency;
 - (ii) to make, alter, from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.
 - (b) It is agreed that the functions set forth in Article 2.07 (a) shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

- (c) Notwithstanding anything to the contrary within this Agreement, a claim that a non-probationary employee has been unjustly discharged or disciplined may be the subject to a grievance and dealt with in accordance with the grievance procedure.
- (d) The Employer's rights and ability to do anything it deems reasonably necessary to operate the care centre and its business shall only be restricted by and to the extent of the specific written provisions as may exist under this agreement and the law.

2.08 Labour-Management Committee

- (a) The parties agree to establish an active Labour/Management Committee in the Care Centre.
- (b) The Committee shall be made up of management personnel and the Unit representatives. One of the management personnel shall be the Site Manager of the Care Centre and one of the Union representatives shall be the United Steelworker Representative.
- (c) The Committee shall keep minutes of its meetings and post them in the Care Centre. A copy will be forwarded to the Union's regional office concerned.
- (d) The Committee shall appoint from among themselves a chairperson and a recording secretary with such positions rotating as agreed upon by the Committee.
- (e) The Committee shall arrange labour/management meetings by mutual agreement of the parties.
- (f) Stewards serving on the Committee shall be paid at their regular hourly rate for meeting time during their hours of work.
- (g) The Committee shall deal with all matters of mutual concern, however, the Committee shall not deal with grievances or negotiations and it is not empowered to alter or amend any of the terms of this Collective Agreement or in any way infringe on the requirements and standards of the Alberta Government regulations.
- (h) Any employee or any non-bargaining unit person may refer matters to the Committee for consideration. Such referrals shall be in writing to the Committee.

- (i) The parties commit themselves to these procedures in recognition of their joint responsibilities and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that, in all instances and circumstances, they commit themselves to the best of their ability to the happiness, security and physical and emotional well-being of the residents.
- (j) Should the Labour/Management Committee meetings present a problem in terms of staffing, the Site Manager will endeavour to resolve the matter.
- (k) Matters identified by the Administration and employees will be endeavoured to be resolved by both parties acting reasonably. Resolution of any matters determined above as between the parties shall be so determined by the parties acting reasonably and with proposed resolution within the allotted resources of the care centre as determined available by Administration.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- (a) Stewards appointed by the Union are representatives of the employees in the processing of grievances.
 - (b) United Steelworker Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to the renewal of this Agreement and to enforce all rights of the employees under this Agreement and under the law.
 - (c) United Steelworker Representatives shall notify in advance the Site Manager of the Home or her designate before conducting any business in the Care Centre and shall not interfere with the work in the Care Centre.
- 3.02 A steward shall be granted time off, without loss of wages, to assist an employee in the presentation of a grievance where such grievance must reasonably be dealt with during working hours. The steward must first obtain permission from their supervisor. Such permission will not be unreasonably withheld. Upon completion of their business, the steward will report to her supervisor and then return to her regular duties. Any time off granted must be on the basis that it shall not in any respect detract from resident care and the time must be within a limited reasonable allotted time within the day.
- 3.03 The Employer will keep the stewards up to date about new employees to enable the stewards to take up contact with these employees in order to welcome them and to inform them of the contractual relationship between the Employer and the Union.

- 3.04 The Union has the right to appoint employees as members of its bargaining committee, provided the total number of bargaining committee members, including United Steelworker Representatives does not exceed five (5) individuals. Employee representatives will be paid by the Employer at their regular hourly rate for all time spent on negotiating a Collective agreement when this takes place during their regular working hours.

It is agreed that the total amount of paid time will not exceed ninety-six (96) hours for all employees serving on the Union's bargaining committee. Once the Employer has paid ninety-six (96) hours and it is necessary for more time to be spent for the completion of bargaining, the Union will pay the wages of the bargaining committee members.

3.05 Union Meetings

- (a) Once every three (3) months, employees may be given the opportunity to meet and discuss Union matters in a room provided by the Employer on the Employer's premises. These meetings will be attended by representatives of the Union. The Union shall arrange for a mutually satisfactory date with the Site Manager or her designate one (1) week before the meeting.
- (b) Such meetings shall take place prior to or at end of the day shift and the Employer shall endeavour to make arrangements to permit one (1) steward who must otherwise be on duty to attend these meetings for up to one half (1 /2) hour without loss of pay. No payment of overtime shall be paid to any employee for attending such meetings. It is agreed that sufficient staff must be maintained at all times in the Care Centre.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 During this Agreement and while negotiations (including mediation proceedings) for a renewal agreement are taking place, the Union shall not permit or encourage any strike, slowdown or stoppage of work and shall not otherwise restrict or interfere with the Employer's operations through its members.
- 4.02 During this Agreement and while negotiations (including mediation proceedings) for a renewal agreement are taking place, the Employer shall not lockout any of its employees or deliberately restrict or reduce hours of work or layoff employees when such layoff is not warranted by the workload.

ARTICLE 5 – UNION MEMBERSHIP AND DUES DEDUCTION

- 5.01 Employees shall be permitted to wear a pin representative of their Union during all hours of employment.
- 5.02 Membership in the Union is voluntary.

- 5.03 An amount equal to the membership dues shall be deducted at the rate prescribed by the Union from the Employee's Basic Rate of Pay as a condition of employment.
- 5.04 The deductions shall be made by the Employer and shall be submitted to the Union not later than the 15th day of the month following and shall be accompanied by a list of names of those Employees from whom the deductions were made showing the amount deducted from each Employee.

Dues shall be remitted to the Union at the following address:

International Secretary-Treasurer
United Steelworkers
P.O. Box 9083,
Commerce Court Postal Station,
Toronto, ON Canada
M5L 1K1

A copy of the dues remittance (R115 form) and employee deduction statement shall also be forwarded to the Local Union office at the following:

Local 1-207 Financial Secretary
202, 4264 – 91A Street
Edmonton, Alberta
T6E 5V2
Fax: (780) 486-1716

- 5.05 The deductions above may be taken and submitted more frequently than once per month and pro-rated to the monthly dues level.
- 5.06 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following the expiry of the notice period.
- 5.07 The Employer shall indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.
- 5.08 Every January and June the Employer shall provide the Union a list of all Employees in the bargaining unit, their mailing addresses and their phone numbers known to the Employer.
- 5.09 A representative of the Union shall have the right to make a presentation of up to thirty minutes at the orientation of new Employees.

ARTICLE 6 - PROBATIONARY PERIOD

- 6.01 Full-time and part-time employees shall serve a probationary period of four hundred and eighty (480) hours or six (6) months whichever is reached first. The probationary period may be extended upon mutual agreement of the parties to this Agreement for a maximum of an additional one hundred and fifty (150) hours.
- 6.02 On or before the expiry date of an employee's probationary period, the Employer will notify her in writing that:
- (a) she will receive a full time, part time, or casual appointment; or
 - (b) her employment will be terminated and such termination shall not be subject to the grievance procedure. However, Employment Standards legislation regarding termination notice shall still apply.
- 6.03 Employees hired as part-time employees and who have completed their probationary period shall not be required to serve an additional probationary period when promoted to status of full-time employee. If, during probationary period, an employee is transferred from part-time to full-time status or vice versa, the employee shall be credited with and retain all shifts worked for probationary purposes.
- 6.04 During the probationary period an employee shall not be eligible for Insurance plan and RRSP program (Article 21), sick leave (Article 22) or Leave of Absence (Articles 23,24 and 25).
- 6.05 Upon completion of the probationary period each new employee's name shall be added to the seniority list and their seniority shall include hours worked in accordance with Article 16. In addition each new employee shall be credited from the date of hire with the appropriate sick leave credits.

ARTICLE 7 - WAGE PROGRESSION

- 7.01 For the purpose of wage progression within classifications, nineteen hundred and fifty (1950) hours worked shall constitute one (1) year. Hours worked shall include all hours worked and paid for, all hours not worked and paid for, paid holidays, time spent on orientation and authorized leaves of absence as set out in Article 24. Sick time and vacation time shall not be included for calculation of wage progression.

ARTICLE 8 - JOB POSTINGS AND VACANCIES

- 8.01 When filling any vacancy the Employer shall give preference to qualified applicants as follows:
- (a) Employees with seniority within the Care Centre;

- (b) Employees who have not attained seniority;
- (c) Applicants from outside the Care Centre who are members of the Union;
- (d) Applicants from outside the Care Centre.

Qualified applicants shall be determined by the Employer in its discretion acting reasonably and in accordance with the recognized care centre requirements for such work, and shall be determined through consideration of the following factors: the employee's reliability, safety record, training, knowledge, efficiency, ability to perform the work, and other relevant attributes pertinent to the job. This shall also apply to 8.03.

8.02 The Employer will post permanent job vacancies and temporary vacancies that are expected to be for a period of four (4) weeks or longer in a location that is readily available to all employees. The posting will indicate:

- (a) classification;
- (b) department;
- (c) the starting date of the position;
- (d) qualifications required;
- (e) anticipated duration, if position is temporary;
- (f) shift to be worked and the approximate number of shifts per pay period.

8.03 When filling a job vacancy, the Employer will consider:

- (a) seniority;
- (b) skill, qualification and ability.
- (c) Attendance

When the qualifiers in "b and c" above are relatively equal, then seniority will govern.

8.04 Notice of a vacant position, and any vacancy resulting from filling such position, shall be posted on the bulletin board for seven (7) calendar days. Applicants must notify the supervisor in charge before the end of the posting that they are interested in the vacant position.

The Employer will fill further openings resulting from postings as outlined in 8.01 and 8.03 above and in accordance with the posting procedure for the first two (2) vacancies resulting from the original vacancy. The Employer at his discretion may fill all other vacancies.

- 8.05 The employee selected to fill a vacant position will serve a trial period of one hundred and fifty hours (150) hours worked or one month whichever is first. At the end of this period, the Employer may transfer the employee back to her former position if the Employer feels that the employee is not suitable for the new job. The employee in like manner may wish to return to her former position if she feels she is not suitable for the job. In either case the employee will return to her former position without impunity.

Other employees who were transferred or promoted because of the aforementioned described changes shall also transfer back.

- 8.06 The applicant selected to fill a vacant position shall be paid as follows:

(a) She shall receive the rate in effect for the new classification at the time of transfer;

- 8.07 The Employer may fill posted vacancies temporarily until a permanent candidate is selected.

ARTICLE 9 - JOB CLASSIFICATIONS AND RATES OF PAY

- 9.01 Employees shall be classified and paid in accordance with Schedule "A" attached hereto.

- 9.02 It is agreed that the Employer will discuss with the Union any contemplated changes in pay period.

- 9.03 All Employees will be "called in" in the following manner.

- 1) available part time employees by seniority,
- 2) available casual employees by seniority,
- 3) Full-time employees by seniority.

Employees must keep their availability up to date. The Employer is not required to schedule an employee if that would cause an overtime situation.

- 9.04 When an employee is "called back" she shall receive a minimum of three (3) hours pay at one and one half (1 ½) times her regular rate, or the actual number of hours worked at one and one half (1 ½) times the regular rate, whichever is greater.

If an employee is called one (1) hour or more before she is scheduled to report for work and informed that she is not to report for work after all, then the provisions of this Article shall not apply.

- 9.05 Employees called in for an employee who has not started her shift shall be paid for the full shift called in for even if they report late due to short notice. It shall be the responsibility of the Employer to ascertain the approximate time the called-in employee is able to report for work.
- 9.06 When the Employer introduces a new classification of work in the Home, the parties shall negotiate wages rates for such new classification. If they fail to reach agreement, they shall submit the dispute to arbitration in accordance with the procedures outlined elsewhere in this Agreement.
- 9.07 Employees who are assigned to work in more than one (1) classification shall be paid at the appropriate hourly rate for all hours worked in each classification.
- 9.08 Recognition of Previous Experience
- (a) When an Employee has experience satisfactory to the Employer, and upon the presentation of a letter(s) of portability from a previous employer (s), the Employees starting salary shall be adjusted on a one-to-one basis, up to the top increment on the salary scale.
 - (b) Employees whose previous experience is recognized shall not have any of the hours from a previous employer(s) included or credited towards their seniority and seniority shall be calculated in accordance with Article 16.
 - (c) Upon request a letter of portability will be provided to Employees leaving the employ of the Employer.
- 9.09 Employees who are required to accompany a resident off site be allowed to submit receipts for reasonable expenses (lunch, coffee, parking, etc.) associated with this requirement.

ARTICLE 10 - PREMIUMS AND DIFFERENTIALS

- 10.01 A weekend premium of two dollars and twenty-five cents (\$2.25) shall be paid to an employee working a shift wherein the majority of hours of such shift fall during a fifty six and one half (56 ½) hour period commencing at 15:00 hours on Friday, to 23:30 hours on Sunday. Such premium pay shall not be considered as part of the employee's basic rate of pay.

- 10.02 A shift differential of one dollar and seventy -five (\$1.75) shall be paid to an employee working a shift wherein the majority of the hours of such shift fall during the hours of 15:00 hours or the start of the evening shift if later than 15:00 hours to 23:00 hours daily. Such premium shall not be considered as part of the employee's basic rate of pay.
- 10.03 A shift differential of two dollars (\$2.00) shall be paid to an employee working a shift wherein the majority of the hours of such shift fall during the hours of 23:00 hours to 07:30 hours daily. Such premium shall not be considered as part of the employee's basic rate of pay.
- 10.04 When a HCA is required to administer medications during their shift they will be paid a premium of one dollar (\$1.00) for all hours worked on that shift
- 10.05 Differentials and premiums shall be cumulative but will not attract overtime as defined in Article 13.04.

ARTICLE 11 – INSERVICE

- 11.01 In order to adhere to all legislative and regional requirements, the Employer will maintain an adequate training and inservice program. Each Employee shall be required to attend all relative training and in-service sessions as directed by the Employer. All Employees shall be paid at their regular rate for attendance of all in-service programs initiated by the Employer.

ARTICLE 12 - RETENTION BONUS

- 12.01 The Employer shall pay each full time Employee a Retention Bonus equal to fifteen (15) hours of their regular rate of pay for every six (6) month period that they are employed with Citadel. Such bonus shall be determined on March 1st and September 1st annually with payment to occur on the next regular pay date. Part-time employees shall be paid a retention bonus of seven (7) hours. Casual employees shall not qualify for this section of the agreement. For this section of the agreement only, full time shall be based on thirty seven and one half (37 ½) hours per week averaged over the year. All Employees must be employed with Citadel at the time of pay out in order to receive the bonuses. The Employees employment status will be determined as at March 1st and September 1st.

ARTICLE 13 - WORK SCHEDULES, HOURS OF WORK AND OVERTIME

- 13.01 The parties recognize the fluctuating nature of care hour and service requirements due to classification and other matters, and that positions and/or hours of work may vary accordingly.
- 13.02 New employees will be given sufficient orientation to equip them for their work. During orientation the new employee shall be an "extra" while working with regular employees.

13.03 It is agreed that the normal shifts shall be as follows:

- (a) The first shift of the day shall commence at 7:00 a.m. and finish at 3:15 p.m.
- (b) The second shift of the day shall commence at 3:00p.m. and finish at 11:15 p.m.
- (c) The third shift of the day shall commence at 11:00 p.m. and finish at 7:15 a.m.

13.04 Hours of Work

- (a) The normal hours of work for regular full-time employees in a day shall be (7) hours and forty-five (45) minutes worked per day during an eight (8) hour and fifteen minute (15) shift.
- (b) The normal hours of work for regular full-time employees in a week shall be thirty eight (38) hours and forty five (45) minutes worked, which may be averaged over a two (2) week period.
- (c) The Employer and the employees and the Union will work together to endeavour to arrange the work week as is feasible and subject always to reliable care hour coverage requirements; so as to permit all employees to have an equal number of weekends and days off each week, and that the days off shall be consecutive, regardless of seniority. This is subject to reliable coverage and as far as possible, governed by the efficient operation of the care centre.

13.05 Overtime

- (a) Overtime shall apply after an employee has completed seven and three quarter ($7\frac{3}{4}$) hours in a day (daily overtime) or thirty eight and three quarter ($38\frac{3}{4}$) hours in a week (weekly overtime) averaged over a biweekly pay period. Authorized overtime shall be paid in accordance with (c) below.

No overtime shall be paid to an employee who works in excess of the employee's regularly scheduled work hours in a two (2) week pay period as a result of an exchange of shift or for reasons of personal convenience or for time taken off equivalent to overtime by mutual arrangements.

- (b) Employees may elect to receive time off in lieu of overtime. Such time off shall be the equivalent of the actual time worked adjusted by the applicable overtime rate and shall be taken at a time mutually agreed to by the employee and the Employer.
- (c) Daily overtime will be paid as one and one half times ($1\frac{1}{2}$) the employees' regular wage rate for the first four (4) hours and two times (2X) the employees' regular wage rate for all subsequent hours. Weekly overtime will be paid as one and one half times ($1\frac{1}{2}X$) the employees' regular wage rate.

- (d) There shall be no pyramiding of overtime. However, if an employee is in a weekly overtime situation all hours worked after four (4) hours will be paid at two times (2X) the hourly rate.

13.06 Scheduling of Hours

- (a) The following regulations shall govern the scheduling of hours of employees in the bargaining unit. Except where mutually agreed otherwise between the Employer and an employee, shift schedules shall be arranged so that an employee:
 - (i) is not scheduled to work more than five (5) consecutive days;
 - (ii) will have as far as feasible at least every second weekend off;
 - (iii) may exchange shifts with another regularly scheduled employee within the two week pay period provided the employee has the approval of the Employer and that no cost to the Employer results;
- (b) Shift schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the immediate supervisor a minimum two (2) weeks before the requested days off and will be notified of approval within one (1) week.
- (c) If an employee's request for time off in accordance with the provisions of Articles 13.05(a) and 13.05(b) above results in a conflict within Articles 13.05(a) and 13.05(b) above, the said request and the granting of such request shall not be deemed a violation of this Agreement because of the employee's individual request.
- (d) All full-time or part-time employees who work on an assigned day off as per an assigned schedule at the Employer's request shall be paid in accordance with the provisions of Article 13.05(a). The employees may at their option be either paid for the day or receive one (1) day off in lieu of pay for working a regular day off.

13.07 The Employer will recognize the integrity of the part-time positions and will not make unreasonable requests for additional work from part-time employees. Part-time employees shall be scheduled by seniority.

13.08 Once a year each employee will be evaluated by her supervisor or manager. The employee will be given a copy of the evaluation. The object of this evaluation is to inform the employees of their performance in their jobs and to allow discussion regarding their jobs. Employees will also be allowed to see their personal file for their inspection of its contents.

- 13.09 When an employee who is scheduled reports for work in a normal manner and is notified that no work is available she shall receive a minimum of four (4) hours of pay. The Employer may assign work to the employee for the four (4) hours.
- 13.10 The Employer will institute a sign in mechanism for payroll purposes.
- 13.11 Employees will be verbally notified of any changes to the posted schedule at least forty eight (48) hours in advance. This notification is not necessary in the event of an emergency or other force majeure that is beyond the control of the Employer.

ARTICLE 14 - ABSENCE FROM WORK AND REPORTING

- 14.01 An employee who is unable to report for work shall give the Employer a minimum of four (4) hours notice (except for the day shift which shall be required to give two (2) hours notice).
- 14.02 Every employee shall be required to obtain a doctor's certificate upon return to work after an illness which lasts longer than three (3) working days. The Employer may require a doctor's certificate on the first day of illness if the employee is on the attendance management program.

ARTICLE 15 - LUNCH AND REST PERIODS

- 15.01 Employees shall be entitled to the following rest and meal periods when they work:

Seven and one half (7 ½) hour shift or more:	two (2) paid (15) fifteen minute breaks and one thirty (30) minute unpaid meal break
Less than seven and one half (7 ½) hour shift:	one (1) paid fifteen (15) minute break and one (1) thirty (30) minute unpaid meal break
Less than seven (7) hour shift:	Less than five (5) hour shift: one (1) paid fifteen (15) minute break
- 15.02 An employee who works more than four (4) hours of overtime after completion of her regular shift shall be provided with a free meal after each four (4) hours of overtime.
- 15.03 Employees by mutual agreement and for the efficient operations of the Care Centre, may combine paid or unpaid fifteen (15) minute breaks.

ARTICLE 16 – SENIORITY

- 16.01 Seniority is the ranking of employees in accordance with the number of hours worked by the employee.
- 16.02 Seniority hours shall include hours worked, hours insured, hours paid by the Employer, Workers' Compensation time off (up to 12 months), maternity leave time off (up to fifteen (15) weeks) parental leave time off (up to thirty-seven (37) weeks).
- 16.03 The Employer shall post seniority lists every three months.
- 16.04 An employee's seniority shall end when an employee:
- (a) voluntarily quits the employ of the Employer;
 - (b) is discharged for cause;
 - (c) fails to report on the first day following the expiration of a leave of absence unless she has a justifiable reason;
 - (d) is laid off for a continuous period of more than twelve (12) months;
 - (e) has been absent for two (2) consecutive working days without having notified the Employer unless a reason satisfactory to the Employer is given;
 - (f) is off work due to illness for a period of 18 months and will be reviewed at that time;
 - (g) obtains gainful employment while on a leave of absence from work.

ARTICLE 17 – REHIRING

- 17.01 Employees who terminate their employment and are rehired within three (3) months shall not have to serve a probationary period and shall begin accumulating seniority for hours worked in accordance with Article 16, starting on the date of rehire. The employee shall receive the rate of pay at one level lower than their wage rate when they terminated their employment if returning to the same classification. If the employee is rehired to work in a different classification, she shall receive the start rate.

ARTICLE 18 - LAYOFFS

- 18.01 In case of layoffs, the Employer will recognize the seniority standing of each employee as the continued performance of her work permits. Ability to perform available work being relatively equal seniority shall prevail so that the employee having the highest seniority shall be laid off last and recalled first.

18.02 Notice of Layoff

Except in cases of emergency, the Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than one (1) week written notice of layoff.

The Employer, whenever possible, shall give the Union a one (1) week notice of the intention to layoff employees.

18.03 An employee who is recalled to work after a layoff must return to work within two (2) working days if unemployed and within four (4) working days if employed elsewhere. It shall be sufficient for the Employer to send notice of recall to the employee's last known address by registered mail.

ARTICLE 19 - PAID HOLIDAYS

19.01 (a) The following days are paid holidays under this Agreement for all employees paid at their regular rate of pay:

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

(b) If another federal holiday should be proclaimed during the term of this Agreement, such additional holiday will be added to this Article.

19.02 A Full-time employee assigned to work on a holiday shall be paid at the rate of one and one half times (1 ½X) the regular hourly rate for each hour worked, and will have the choice of being paid their regular wages for the holiday or taking another day off with pay in lieu of the holiday.

19.03 If any of the paid holidays occur on a full-time employee's regular day off, the employee will receive an additional day's pay or another day off with pay in lieu of the holiday.

19.04 Part-time employees working on a paid holiday as designated in Article 19.01 (a) shall be paid at the rate of one and one half (1 ½) times her regular hourly rate for each hour worked, and will have the choice of being paid their regular wages for the holiday or taking another day off with pay in lieu of the holiday if they are eligible for holiday pay. Eligibility will be determined as per Employment Standards Code, section 27, which states that if in five (5) of the previous nine (9) weeks the part-time employee worked on the day of the week in question they are eligible for holiday pay.

- 19.05 (a) An employee shall not be entitled to holiday pay unless she reports for work on her last scheduled shift before the holiday or on her first scheduled shift after the holiday. This restriction shall not apply if the employee is excused in writing by the employer or if she is ill on one of the qualifying days and produces an appropriate doctor's certificate.
- (b) No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on a holiday she shall only receive holiday pay.
- 19.06 If an employee misses a qualifying day when there are two (2) or more consecutive holidays, the employee shall lose one (1) holiday for each qualifying day missed and one (1) further holiday for each day missed in succession to the qualifying day.
- 19.07 Casual employees who work on a holiday will be paid one and one half (1 ½) times the regular hourly rate for each hour worked. Casual employees will be paid holiday pay if they are eligible. Eligibility will be determined as per Employment Standards Code, section 27, which states that if in five (5) of the previous nine (9) weeks the part-time employee worked on the day of the week in question they are eligible for holiday pay.
- 19.08 Days off in lieu of the holiday may be accumulated. Full-time and Part-time Employees must declare in January of each year whether they wish to be paid holiday pay or bank days off in lieu of the holiday. All banked days off must be used by December or they will be paid out. Banked holidays will be used before vacation days.
- 19.09 The shift where the majority of hours are worked on the holiday will be the shift considered eligible for holiday pay or day off with pay in lieu of holiday pay as per articles 19.02 and 19.03.
- 19.10 Employees shall be scheduled to work on Christmas Day of one year or New Year's Day of the next year but not on both of these holidays. If an employee has worked on Christmas Day the previous year, the Employer shall make every effort not to schedule her for Christmas Day the current year.
- 19.11 If a paid holiday occurs during the vacation period of a fulltime employee, such employee shall receive an additional day's pay in lieu of the holiday at straight time. An employee may, however, prior to going on vacation, inform her supervisor of her preference to take an additional day off with pay.
- 19.12 Full time staff who work Monday to Friday shall be given a day off with pay on all scheduled statutory holidays and shall not be scheduled to work.

ARTICLE 20 - VACATION AND VACATION PAY

20.01 All employees shall be entitled to vacation according to the following schedule:

Period Worked (Years)	Time Off	Vacation Pay
Less than 1	1 day per month worked up to 2 weeks	4%
1 but less than 3	2 weeks	4%
3 but less than 6	3 weeks	6%
6 but less than 15	4 weeks	8%
15 or more	5 weeks	10%

No time off will be given to an employee for vacation unless such employee has completed a minimum of six (6) calendar months of service. Such time off will not take away the employee's right to vacation pay.

For clarification, it is understood that part-time employees are pro-rated in accordance with their regular days of work per week.

20.02 The date to determine the "period worked" is the employee's last hiring date.

20.03 Vacation pay is calculated at the applicable percentage over the employee's gross earnings as defined by the Income Tax Act.

20.04 On February 1 of each year the Employer shall post a blank vacation schedule sheet. Between February 1 and March 1 each employee shall have the right to indicate on this sheet the time during which she prefers to take her vacation.

20.05 The completed vacation schedule shall be finalized by the Employer. The guiding factor shall be seniority. Requests for vacation made after March 1 will be awarded on a first come first serve basis. Employees will be notified of approval of requests made after March 1 within two (2) weeks of the request being made.

20.06 The Employer shall post the final schedule on or about the first of April.

20.07 Vacation pay is to be paid out when an employee takes her vacation and any remaining amount to be paid out in December, if so requested by the employee. Banked holidays will be used before vacation days. All employees must take a minimum of one (1) week vacation per year.

20.08 Christmas Vacation Scheduling

The Employer and the Union agree to utilize the following process relative to the determination of vacation entitlement during the period of December 15th to January 8th (the "Christmas Season"). Such process is subject to the Employer being able to meet normal operating requirements.

- (a) During the Christmas period Employees may request up to a maximum of two (2) weeks' vacation. The Employer will give the same reasonable consideration of such requests as is normally given to requests for vacation use during any other time of the vacation year and as outlined in Article 20 of the Collective Agreement.
- (b) The maximum number of employees permitted to take vacation during the Christmas season is up to a one (1) person per shift per each department unless the Employer determines that allowing more employees to take vacation will not negatively impact operations.
- (c) Employees who wish to take vacation during the Christmas season must request their vacation on or before March 1st of the same calendar year and will be assessed based on a descending order of seniority. Any requests that are forwarded after March 1st will be on a first come first serve basis.
- (d) Employees who are approved for vacation during the Christmas season will not be eligible for vacation during the months of July and August of the same vacation year except in the case when after all other employees have exercised their rights to vacation for the same period of time (July 1 through August 31).

20.09 Summer Season Vacation Scheduling

The Employer and the Union agree to utilize the following process relative to the determination of vacation entitlement during the period of July 1 to August 31 each year (the "Summer Season"). Such process is subject to the Employer being able to meet normal operating requirements.

- (a) During the Summer Season, Employees may request up to a maximum of two (2) weeks' vacation. The Employer will give the same reasonable consideration of such requests as is normally given to requests for vacation use during any other time of the vacation year and as outlined in Article 20 of the Collective Agreement.
- (b) The maximum number of employees permitted to take vacation during the Summer Season will be determined by operational needs.

- (c) Employees who wish to take vacation during the Summer Season must request their vacation on or before March 1st of the same calendar year and will be assessed based on a descending order of seniority. Any requests that are forwarded after March 1st will be on a first come first serve basis.
- (d) Employees who are approved for vacation during the Summer Season will not be eligible for vacation during the Christmas Season (December 15th to January 8th) of the same vacation year except in the case when after all other employees have exercised their rights to vacation for the same period of time.

20.10 Advanced Vacation Planning

For the duration of the Collective Agreement the Employer and the Union agree to utilize the following process relative to the determination of vacation approval for employees requesting advanced approval.

- (1) Employees may request vacation one (1) year in advance for vacations of four (4) weeks or more duration and scheduled outside of the peak times (July 1 to August 31 and/or December 15th to January 8th)
- (2) The Employer will not unreasonably deny a request unless it is for operational needs. Where a conflict of requests occurs, seniority will govern.
- (3) Employees will only be able to make such a request once every three (3) years.

ARTICLE 21 - INSURANCE PLAN AND RRSP PROGRAM

- 21.01 In order to protect employees and their families from the financial hazards of illness and accidents, the Employer will pay fifty percent (50%) of the premium costs towards the Benefit Service Plan, administered by the United Steelworker Trusteed Benefit Plan for each full-time employee. The Employer will pay a pro-rated amount of the premium costs of the Benefit Plan for each employee who works an average of nineteen (19) or more hours per week and qualifies according to 21.02. This amount shall be based on the formula of thirty eight (38) hours and forty five (45) minutes weekly equals 50% of the total cost.
- 21.02 The Employer will implement insurance coverage as referenced in Schedule "B" for new eligible employees once they have completed probation, however deductions shall begin two (2) months prior to the employees expected completion of probation.
- 21.03 Employees will be automatically enrolled in the United Steelworker Trusteed Benefit Plan, unless the employee proves they have other coverage where she will be exempt from the Dental and Extended Health sections only.

- 21.04 The Employer shall remit premiums to the United Steelworker Trusteed Benefit Plan once a month, for the insurance coverage outlined herein, subject to the conditions stated in the insurance policies.
- 21.05 The Employer will provide a list of Citadel Care Centre employees participating in the United Steelworker Trusteed Benefit Plan, along with monthly remittances to the United Steelworker Trusteed Benefit Plan.
- 21.06 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans, and that neither the Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this agreement.
- 21.07 Part-time employees who have completed their probationary period and employees who have posted into a temporary position that is six (6) months or longer shall receive all benefits outlined in above on a pro-rated basis, subject to the minimum qualifier of nineteen (19) hours worked per week.
- 21.08 In the event of a change of status of part-time to full-time, or vice versa, United Steelworker Trusteed Benefit Plan benefits paid on behalf of full-time employees or pro-rated payments for United Steelworker Trusteed Benefit Plan benefits paid to part-time employees shall be changed accordingly.
- 21.09 Alberta Health Care Insurance Plan (AHCIP) The premiums for eligible employees for Alberta Health Care shall be shared on a 50/50 basis following three (3) months of employment for full-time employees and six (6) months of employment for part-time employees. The Employer agrees to contribute fifty percent (50%) of the premium cost for fulltime employees, and on a pro-rated basis for part-time employees who work an average of nineteen (19) or more hours per week and qualify according to 22.02. This amount shall be based on the formula of thirty eight (38) hours and forty (45) minutes weekly equals 50% of the total cost. Employees who are covered under a spouse's AHCIP plan at the spouse's place of employment are excluded from the above provisions. They must complete an exemption form supplied by the Employer.
- 21.10 Coverage for all of the above insurances shall commence upon completion of the employee's probationary period unless stated otherwise.
- 21.11 An employee normally eligible for insurance coverage and on a leave of absence due to illness or accident shall continue to be eligible for insurance coverage for a period of one (1) month if employed less than two (2) years and for a period of three (3) months if employed for more than two (2) years while on such leave of absence.

An employee normally eligible for insurance coverage and on a leave of absence may continue under the insurance plans by paying the total monthly cost to the Employer by the fifteenth (15th) day of each month in which she is not entitled to Employer-paid coverage. The Employer will continue to pay the company share of all health and welfare benefits, if any exist, only to the end of the month in which the leave commences.

21.12 RRSP Program

The Employer will match RRSP contributions of up to three (3) paid hours for all employees who hold a full time or part time position at or above .5 and have completed the probationary period.

ARTICLE 22 -SICK LEAVE

22.01 Pay for sick leave is for the sole purpose of protecting employees against loss of income when they are legitimately ill and will be granted to full-time employees on the following basis providing sick leave credits are available:

- (a) After completion of the probationary period as defined in Article 6.01, employees shall be granted sick leave credits for personal illness from the date of employment. Such credit shall be granted on the basis of eight hours (8) per month of service and shall accumulate to a maximum of ninety six (96) hours. The right to sick pay shall cease upon notice of termination of employment.
- (b) Any employee absenting herself on account of personal illness shall receive sick pay benefits equal to the employee's normal wage for each day of personal illness that she was scheduled to work, to the extent of her accumulated sick leave credits.
- (c) It is agreed that sick leave credits covered by Article 23.01 (a) and compensation under the Workers' Compensation Act shall not be charged against the accumulated sick leave credits.
- (d) Any employee absenting herself on account of personal illness must notify the Employer on the first day of illness before the time she would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable, may be subject to discipline. The Employer may require that an employee absenting herself on account of personal illness, prior to receiving pay for such absent day(s), to furnish a medical certificate issued by a qualified medical practitioner certifying that the employee was unable to work due to personal illness as per Article 14.02.

22.02 Part-time employees shall accumulate sick days on a prorated basis. They shall be entitled to payment for all scheduled hours lost due to sickness on the same basis as full-time employees.

ARTICLE 23 - PERSONAL DAYS

23.01 The Employer shall provide to each employee who has worked a minimum of three thousand eighty (3080) hours of work one (1) day off with normal pay. Further, after entitlement to the initial day off with normal pay, the Employer shall provide a further day off with normal pay each time the employee has worked an additional one thousand eight hundred and forty (1840) hours of work. Such additional days off shall be provided subsequent to the accumulation of each one thousand eight hundred and forty (1840) hours of work and on a day mutually agreed upon as between the Employer and the employee, it being on the understanding that the Employer shall not be required to agree to a specific day if the granting of that particular day off will result in any overtime or scheduling difficulties. The normal rules for requesting time off apply as per 13.05 (b).

ARTICLE 24 - LEAVE OF ABSENCE

24.01 An employee may be granted a Leave of Absence without pay for personal reasons provided that such leave may be arranged without undue inconvenience to the normal operations of the Care Centre. Except in emergencies, written applications for Leave of Absence must be made at least two (2) weeks in advance of such leave. Normally an employee will be expected to take vacation time before a leave of absence is granted, except in emergency circumstances.

24.02 Where any leave of absence without pay exceeds four (4) or more consecutive weeks:

(a) Credit of seniority (with the exception of leaves listed in Article 16.02), salary increase, vacation and cumulative sick leave will be suspended during the leave;

(b) The Employer will make no payments towards Alberta Health Care Insurance Commission or the United Steelworker Trusteed Benefit Plan or any other Plan in effect during the leave except as specified under Article 21.09. The Employee may, however, continue her coverage in the abovementioned Plans by contributing to the cost of the premium to the Employer and the Employer will make the payments to the respective carriers.

24.03 Employees who are on leave of absence will not engage in any gainful employment, unless approved by the Employer, with any other employer while on such leave, and if an employee does engage in gainful employment while on such leave of absence, he will forfeit all seniority rights and privileges contained in this Agreement.

24.04 Maternity and Parental Leave

Maternity and/or parental leave shall be granted in keeping with the Alberta Employment Standards Code.

24.05 Leave of Absence for Union Business

The Employer shall grant leaves of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business.

In making application for leave of absence for Union business, it is understood and agreed that such leave shall be for no longer than a two (2) week period and will not be requested on more than three (3) occasions in a calendar year.

24.06 An employee absent for greater than eighteen (18) months, for any reason, from a full or part-time position shall not retain her posted position, but shall return as a casual employee.

ARTICLE 25 - BEREAVEMENT LEAVE

25.01 An employee shall be granted three (3) consecutive working days bereavement leave without loss of salary, providing such leave is taken within a seven (7) consecutive day period, in the event of the death of the following relatives of the employee or the employee's spouse (including common-law spouse): child, parent, brother, sister, husband, wife, grandparent, son-in-law, daughter-in-law, step-parents, step siblings, step-children, grandchild or guardian.

25.02 Bereavement leave shall be extended by two (2) days if travel in excess of three hundred and twenty (320) kilometers from the employee's residence is necessary. Further additional time without pay may be arranged.

25.03 Employees may be granted time off without pay for other family members not listed above subject to operational requirements. For immediate family, a reasonable amount of additional time off will be granted without pay, upon request.

ARTICLE 26 - JURY DUTY

26.01 If an employee is required to serve as juror or subpoenaed material witness in any court of law, the employee shall not lose any pay because of such service provided that the amount paid for such service is promptly repaid by the employee to the Employer. The employee must present proof of service and shall notify the Employer immediately upon receipt of notification that the employee will be required to attend court as a juror or subpoenaed material witness.

ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY

- 27.01 The Occupational Health and Safety Committee shall be composed of representatives of the Employer and representatives of the Union and may include representatives of other Employee groups. The Committee shall schedule meetings in accordance with its terms of reference. Should there be an issue requiring immediate attention of the Committee, the Chairperson or Vice Chairperson shall call a special meeting of this Committee. An Employee shall be paid her basic rate of pay for attendance at these committee meetings.
- 27.02 The Occupational Health and Safety Committee shall consider such matters as occupational health and safety and may make recommendations to the Employer in that regard. The Committee will function in accordance with the regulations published pursuant to the Occupational Health and Safety Act or such other procedural rules as may be mutually agreed.
- 27.03 The Occupational Health and Safety Committee shall also consider measures necessary to ensure the security of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented or adequate steps taken towards implementation within Forty-five (45) calendar days from the date the recommendation is made, the Union Representative may direct that the item be referred to the Chief Operating Officer of the Employer forthwith. A written reply will be given within fourteen days (14) of the presentation by the committee.

ARTICLE 28 – MISCELLANEOUS

28.01 Bulletin Boards

The Employer agrees to supply and make available to the Union, for the posting of seniority lists and Union notices, one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

28.02 Name Tags

The Employer will provide employees with the initial required name tag at the time of hire or if the Employer chooses to change the style of name tags. Employees will be required to pay for replacement or additional name tags.

ARTICLE 29 - WARNING, SUSPENSION AND DISCHARGE

- 29.01 Unsatisfactory conduct and/or performance by an employee may be grounds for discipline up to and including dismissal. The Employer will follow progressive discipline.

Other than immediate termination for just cause; if the Employer is dissatisfied with the performance of an employee in any substantial aspect, the following disciplinary process will occur:

- (a) Initial warning to be provided, stating the specifics of concern and the duration of time within which improvement is to occur.
- (b) If improvement does not occur within that duration, a second notice providing specifics will be given. Depending on the severity of the incident, a suspension may be given.
- (c) If the matter is not resolved the end of the second time period, a suspension may be given or, specific notice or payment in lieu thereof will be given to the employee and termination of employment will occur.
- (d) Discussion between the Employer and the Union will occur at steps b and c.
- (e) Right to Representation by a Union Steward: A Union steward will accompany an employee who is subject to disciplinary action.

29.02 When the behavior or performance of an employee calls for a warning by the Employer, the first warning shall be a verbal one and the second and any subsequent warning shall be a written one and copy of this warning shall be forwarded immediately to the Stewards. Letters of warning or discipline shall be removed from an employee's file and record eighteen (18) months from the date of issue.

29.03 Within five (5) working days following a written warning, the employee, if she has completed the probationary period, may process a complaint about the warning via the grievance procedure.

29.04 Within five (5) working days following a suspension or discharge, the employee, provided she has completed the probationary period, may, together with a Union representative, question the Employer about the reasons for the suspension or discharge. Within five (5) working days following this discussion, the Union may process the complaint via step 2 of the grievance procedure.

ARTICLE 30 - GRIEVANCE PROCEDURE

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

- (a) An individual grievance is a dispute affecting one Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 38.05; or

- (b) A group grievance is a dispute affecting two or more Employees. Such grievance shall be initiated at Step 2 and processed from there in the same manner as an individual grievance as outlined in 38.05. 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, to the Department Manager or Director, or the Union, by a representative of the grieved party within ten (10) days of the date the aggrieved party first became aware of or reasonably should have become aware of the event leading to the grievance.

30.02 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. The Unit Representative shall not suffer any loss of pay for the time spent in the performance of her duties involving a grievance provided however that such assistance by the Unit Representative shall not be allowed in any way to hinder or detract from continuing care or general resident service provision or the duties or responsibilities of the Unit Representative in this regard.

30.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays, and named holidays which are specified in Article 16.01. However, time limits may be extended by mutual agreement in writing.

30.04 Mandatory Conditions

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

30.05 Steps in the Grievance Procedure

(a) Step 1 (Immediate Supervisor)

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

(b) Step 2 (Site Manager)

Within seven (7) days of discussing the complaint with the Immediate Supervisor, the Union may submit an official grievance in writing stating the clause claimed to have been violated, the nature of the grievance, and the redress sought to the Site Manager, who shall reply in writing within seven (7) days of receiving the grievance. If the grievance is not settled at this stage, it may proceed to Step 3.

(c) Step 3 (Human Resources Manager)

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

30.06 Arbitration

In the event that the parties do not reach a mutually acceptable agreement through the grievance procedure, either party may serve notice to the other of their intent to go to arbitration. Such notice shall include the appointee of that party to the arbitration panel. Within seven (7) days, the party receiving such notice shall answer, in writing, by indicating their appointee to the arbitration panel.

If no mutual Chairman can be agreed upon by the appointees, an application shall be made to the Alberta Labour Relations Board for an appointment. Each party shall bear the expense of their own appointee, and one half of the Chairman's expense, for the first arbitration.

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

30.07 Single Arbitrator

In the event that any grievance has not been settled through the grievance procedures outlined previously, the parties may submit the grievance to a single arbitrator, within thirty (30) days after the Administrator's decision in Step 3. If an arbitrator cannot be agreed upon the parties will have the Alberta Labour Relations Board appoint one.

The Arbitrator shall convene a hearing and hear the evidence of both parties and render a written decision after the completion of taking evidence deciding that matter at issue is within the existing provisions of the Agreement. In no event shall the Arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.

The decision of the Arbitrator shall be final and binding on both parties.

The fees and expenses of the Arbitrator shall be shared equally between the parties. Each party shall pay its own expenses including the fees and expenses of its own witnesses and of its own representative.

ARTICLE 31 - ALTERNATE DISPUTE RESOLUTION PROCESS

31.01 The parties agree that the final resolution of issues in a timely, cost effective manner at a stage closest to the problem is desirable. Therefore the parties may mutually agree to trial the Alternate Dispute Resolution Process as described below.

- (a) The Alternate Dispute Resolution Process shall be established at Citadel Care Centre.
- (b) Following attempts to resolve a grievance, at the request of either party, and within ten (10) calendar days of the request, an agreed upon mediator shall meet with the parties, investigate the dispute, and define the issues in dispute.
- (c) During the proceedings, the parties shall fully disclose all materials and information relevant to the issue(s) in dispute.
- (d) The purpose of the mediator's involvement in the grievance process is to try and settle 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.
- (e) Within ten (10) days of first meeting the parties, having considered the issue(s) in dispute and the terms of the Collective Agreement, the mediator shall issue a report including non-binding recommendations.
- (f) Prior to the commencement of the above alternate dispute resolution process, the parties may mutually agree to have the mediator's recommendations binding on both parties as a means to resolve the outstanding grievance(s).

- (g) The expenses of the mediator shall be equally borne by both parties.

ARTICLE 32 – LICENSED PRACTICAL NURSES

32.01 Meal Service

In the event that an Employee is asked to work a double shift, the Employee will be entitled to a meal at no cost to the Employee.

32.02 Hours of Work for LPN's

- (a) The hours of work of an employee shall be confined within a period of an elapsed time of eight and one half hours (8 ½) hours or eight (8) worked hours with one half (½) hour off for lunch. i.e. Days 7:00 - 3:30, Evenings 3:00 - 11:30, Nights 11:00 - 7:30.
- (b) In the event that an Employee is asked to work a double shift, the Employee will be entitled to a meal at no cost to the Employee.

32.03 Shift Differential

Each Licensed Practical Nurse working a full afternoon shift will receive an additional two dollars (\$2.00) per hour. Full afternoon shift is defined as 3:00 PM to 11:30 PM.

Each Licensed Practical Nurse working a full night shift will receive an additional two dollars and twenty five cents (\$2.25) per hour. Full night shift is defined as 11:00 PM to 7:30 AM.

Each Licensed Practical Nurse working between the hours of 11:00 PM Friday night to 11:30 PM Sunday night shall receive an additional two dollars and twenty five cents (\$2.25) per hour. This shall be cumulative.

32.04 Charge/Facility Responsibility

The Employer shall designate a person to be in charge of the facility from time to time. In the absence of an out of scope manager who is an RN (Registered Nurse, Site Manager/ Director of Care, Care Manager, Quality Assurance Manager or Educator) an LPN shall be designated in charge and shall be paid an additional two dollars and fifty cents (\$2.50) per hour. This amount shall increase to four dollars (\$4.00) per hour for hours worked between 2300 hours to 0730 hours.

32.05 Vacation Pay and Vacation Entitlement for LPN's

- (a) All casual staff will be entitled to vacation pay at the rate of four (4%) percent of their gross earnings.

(b) Any employee that leaves the employ of the Employer before the end of the first complete year (2088 worked hours) of service will receive four (4%) percent of their gross earnings as vacation pay.

(c) Other than above "a-b" inclusive, all vacation pay will be calculated as follows:

- (1) Up to 6064 worked hours: 6%
- (2) 6065 to 24096 worked hours: 8%
- (3) After 24,097 worked hours: 10%

or as in accordance with any amendments to the Labour Relations Code or Employment Standards Code in excess of percentages referred to herein.

(d) The following vacation period shall equivoate to vacation pay:

- (i) 4% - 2 weeks
- (ii) 6% - 3 weeks
- (iii) 8% - 4 weeks
- (iv) 10% - 5 weeks

Note: Vacation time must be utilized during the employment year in which it is accumulated.

32.06 Retention Bonus

The Employer shall pay each full time Employee a Retention Bonus equal to twenty (20) hours of their effective rate of pay every six (6) month period that they are employed with Citadel. Such bonus shall be determined on March 1st and September 1st annually and paid on subsequent pay periods. Part-time Employees shall be paid a retention bonus of ten (10) hours. Casual Employees shall not qualify for this section of the agreement. For this section of the agreement only, full time employees shall be based on thirty seven and one half (37 ½) hours per week averaged over the year. Bonuses will not be pre-rated (ie: the Employee must be employed by Citadel at the time of pay out).

32.07 Sick Leave for LPN's

After five hundred and twenty eight (528) worked hours of service, an employee shall be entitled to sick leave pay benefits on the following terms and conditions:

- (a) Employees shall be entitled to start accumulating sick leave credits after completion of five hundred and twenty eight (528) hours from the date of employment, at the rate of one and a quarter (1 ¼) days per one hundred and seventy four (174) worked hours (equivalent to one (1) month).
- (b) Sick leave credits may be accumulated up to a maximum of fifteen (15) working days.
- (c) An employee applying for sick leave credits must, at the request of the Employer, submit a medical certificate covering such illness.
- (d) Approved sick leave will be payable at the full rate of pay for the first fifteen (15) working days. Subsequently, upon applying at the Canadian Employment Insurance Commission (C.E.I.C.) the employee will be entitled to benefits as stipulated by the C.E.I.C.
- (e) Sick leave will not be granted or paid for pregnancy, however, illness during pregnancy supported by a doctor's certificate if requested by the Employer may be approved sick leave.
- (f) Sick leave will not be granted for any other reason other than an illness, quarantine by a medical officer of health, or because of an accident for which compensation is not payable under the Worker's Compensation Act. The employer recognizes that alcoholism, addiction, and mental illness are illnesses which can respond to therapy and treatment and that absence from work do to such therapy shall be considered sick leave.
- (g) Employees reporting off sick must do so to the Employer four (4) hours before the commencement of their duties so that a replacement may be arranged for or duties redistributed.
- (h) An employee injured during working hours will report to the Nurse in charge immediately. The necessary Worker's Compensation Board (W.C.B.) forms and/or First Aide forms must be completed and submitted to the Personnel Office within twenty four (24) hours or they will not be accepted or valid. Any employee receiving treatment for any illness not covered by the W.C.B. will be expected to pay for the service rendered. An employee receiving W.C.B. benefits may not apply for sick leave pay. There shall be no deduction from accumulated sick leave credits while the employee is receiving benefits from the W.C.B.

- (i) An employee applying for sick leave credits must submit a medical certificate covering such illness, however, any other evidence of such illness satisfactory to the Employer may be accepted in lieu of such certificate. i.e. if sent home sick by the Nurse, the Licensed Practical Nurse must be able to report symptoms, such as temperature, rash, swollen glands, etc. Otherwise the Site Manager is not permitted to give staff leave.
- (j) In the event that the employee shall wrongfully claim sick leave credits or abuse sick leave privileges, the employee shall be deemed to have been absent without permission, and all rights, if any, to sick leave pay shall be cancelled. Such conduct shall be considered grounds for suspension or discharge.
- (k) Sick leave time does not accumulate paid holidays, nor will there be an increase in wages during sick leave.
- (l) After eight thousand (8,000) worked hours of service, an employee shall be entitled to additional sick leave pay benefits on the following terms and conditions:
 - (i) In addition to the maximum sick leave credits of fifteen (15) working days set out within 12 (b), such employee shall, in the case of major surgery requirements only, be entitled to sick leave credits of an additional ten (10) working days such that the maximum cumulative entitlement in the case of major surgery shall be twenty five (25) working days and sick leave will be payable at the full rate of pay for the twenty five (25) working days in such case;
 - (ii) It is understood and agreed that the additional ten (10) days sick leave pay benefits shall only accrue in the instance of major surgery and that further, in that instance, the additional ten (10) days credit will be added to the number of working days sick leave pay credits that have been used in the particular employee's year of employment such that maximum sick leave credits available in the case of major surgery shall be twenty five (25) working days;
 - (iii) It is understood and agreed that major surgery, illness or injury shall be as determined by a physician and must be approved by the Site Manager prior to any credits being granted;
 - (iv) In the case of major surgery, the employee must provide the Employer with a doctor's certificate stating the necessity of such major surgery prior to the granting of the additional sick leave credits.

32.08 Income Protection

- (a) Income protection is payable when a Licensed Practical Nurse is absent from work due to debilitating disease or injury which is not compensable under the Workers' Compensation Act.

It is understood that pay for income protection is for the sole and only purpose of protecting Licensed Practical Nurses against the loss of income during times of illness.

- (b)
 - (i) Licensed Practical Nurses who have not completed their probation shall not be entitled to income protection. Licensed Practical Nurses who have completed their probationary period shall be credited with three (3) days of income protection and shall then accumulate income protection credits at a rate of one day per five hundred and twenty eight (528) worked hours to a maximum of twenty (20) days.
 - (ii) Once these credits are earned, they may be used only in the instance of injury or debilitating disease which forces the Licensed Practical Nurse to remain away from work and is not compensable under the Workers Compensation Act. Income protection may be utilized in conjunction with standard fifteen (15) sick days and ten (10) extended major illness days for a total maximum available credit, assuming entitlement and sick days available in current year of forty five (45) days, however, income protection credits may not be utilized for or as an extension or supplement to any normal sick days available and shall not be cumulative from year to year.
 - (iii) Income protection benefits shall be equal to the Licensed Practical Nurse's normal hourly wage (exclusive of overtime, premiums, etc.) for each day of debilitating disease or injury that she was scheduled to work, to the extent of her accumulated credits or to the date when she becomes entitled to benefits under the Unemployment Insurance Act or any statute, law, commission or governmental program in replacement thereof; and then the Licensed Practical Nurse will receive the benefits set out in the Unemployment Insurance Act. The Licensed Practical Nurse (assuming that the debilitating disease or injury still exists) shall be entitled to additional remaining leave in accordance with available accumulation.
- (c) Any Licensed Practical Nurse intending on claiming income against income protection credits as a result of debilitating disease or injury must notify the Employer on the first day that the Licensed Practical Nurse becomes aware of such situation. Failure to give such notice unless such failure is unavoidable may result in loss of income protection credit for that day of absence and any other scheduled working days until adequate notification is given.

- (d) During any debilitating disease or injury where the Licensed Practical Nurse is utilizing income protection credits, the Licensed Practical Nurse will notify the Employer of her return to work as far in advance as possible. The Licensed Practical Nurse's position and shift will be held for a six (6) calendar month period. In the event the Licensed Practical Nurse is unable to return to work within that period, a position will be held for that Licensed Practical Nurse during a further six (6) month period, however, during that six (6) month period, the position available will be only such shift as the Employer is able to provide and no existing Licensed Practical Nurses will be required to modify their shifts in order to replace the Licensed Practical Nurse at the previous shift. Every reasonable effort will be made to provide the Licensed Practical Nurse with the same number of hours or work during this six (6) month period, however, no guarantee in this regard can be made. The Licensed Practical Nurse will be reinstated during that twelve (12) month period at the same wage level as when she began utilization of income protection.
- (e) Income protection credits and benefits will cease on termination of employment or on retirement or death.
- (f) A Licensed Practical Nurse will be required to produce satisfactory proof of debilitating disease or injury by a statement from a physician, in form satisfactory to the Employer and stating that through no fault of her own the Licensed Practical Nurse has incurred such debilitating disease or injury and is fully unable to work.
- (g) Casual Licensed Practical Nurses and Licensed Practical Nurses hired for vacation relief shall not be entitled to income protection.
- (h) Income protection benefits are not payable for absence due to pregnancy, nor any illness compensable under the Worker's Compensation Act.
- (i) Payment of income protection credits will be only to the same extent as the Licensed Practical Nurse's normal working shifts averaged over the period two (2) months prior to utilization of the said income protection.

Clarification Example

This example is given to show the interaction between sick leave, income protection and major surgery credits.

After probation (five hundred and twenty eight (528) worked hours of service) an employee shall be entitled to begin accumulating basic sick leave benefits at one and one quarter ($1\frac{1}{4}$) days per one hundred and seventy four (174) hours worked up to a maximum of fifteen (15). At the same time i.e. after probation, Licensed Practical Nurses will immediately be credited with three (3) days of income protection and may begin to accumulate further income protection

credits of a rate of one (1) day per five hundred and twenty eight (528) worked hours to a maximum of twenty (20). Further, once a Licensed Practical Nurse has accumulated eight thousand hours (8,000) of work they shall immediately be entitled to an additional ten (10) days major surgery entitlement. In the event of major surgery the individual will first use up their basic sick leave and income protection credits prior to using major surgery credits however if an employee is entitled to major surgery credits they can compound these into a total of forty five (45) days for major surgery.

Hours of Credit	Entitlement	Total
529	3 income protection days	3 days
2088	9 basic sick days	15 days
	6 income protection days	
2616	15 basic sick days	22 days
	7 income protection days	
8000	15 basic sick days	42 days
	10 major surgery days	
	17 income protection days	
9504	15 basic sick days	45 days
	10 major surgery days	
	20 income protection days	

The income protection days may be used for the same purposes as the sick days however the major surgery extension is only available in the instance major surgery however the sick days and income protection days can be used as an enhancement to major surgery days.

32.09 Floater Day

The Employer shall provide to each employee who has worked a minimum of 2088 hours of work, eight hours off with normal pay. Further, after entitlement to the initial day off with normal pay, the Employer shall provide a further eight hours off with normal pay, each time an employee has worked an additional 1840 hours of work. Days off shall be provided subsequent to the accumulation of the 1840 hour increments and on a day mutually agreed upon as between the Employer and the Employee, it being on the understanding that the Employer shall not be required to agree to a specific day if the granting of the particular day off will result in overtime or scheduling difficulties. The floater day off is cumulative from year to year.

32.10 Personal Day

The Employer shall provide to each employee who has worked a minimum of 2088 hours of work, eight hours off with normal pay. Further, after entitlement to the initial day off with normal pay, the Employer shall provide a further eight hours off with normal pay, each time an employee has worked an additional 1840 hours of work. Days

off shall be provided subsequent to the accumulation of the 1840 hour increments and on a day mutually agreed upon as between the Employer and the Employee, it being on the understanding that the Employer shall not be required to agree to a specific day if the granting of the particular day off will result in overtime or scheduling difficulties. The Personal day off is cumulative from year to year.

32.11 RRSP Program

A maximum of six (6) hours pay per month to the Employees Group RRSP Plan. The Employee must match or exceed the Employer's contribution as a condition of the Plan and must work in excess of eighty (80) hours per month.

ARTICLE 33 – PHYSIO/OCCUPATIONAL/THERAPY/UNIT CLERKS

33.01 Physio and Occupational Therapy Aides and Assistance may be hired up to the appropriate level based on past experience which must be confirmed.

33.02 PT/OT Assistants must possess a two (2) year OT/PT assistant diploma or be an OT/PT trained in another country.

33.03 It is agreed that the normal shifts shall be as follows:

- (a) PT/OT shift shall commence at 8:00 a.m. and finish at 4:30 p.m. Monday to Friday.
- (b) Unit Clerks shift shall commence at 7:00 a.m. and finish at 3:30 p.m. Monday to Friday.
- (c) PT/OT/Unit Clerks shall have one (1) thirty (30) minute unpaid break and two (2) fifteen (15) minute paid breaks.

33.04 Vacation Entitlement

Period Worked (Years)	Time Off	Vacation Pay
Less than 1	1 day per month worked up to 2 weeks	4%
1 but less than 3	2 weeks	4%
3 but less than 5	3 weeks	6%
5 but less than 10	4 weeks	8%
10 or more	5 weeks	10%

ARTICLE 34 - DURATION

34.01 This Agreement shall commence on July 1, 2015 and shall continue in full force and effect up to and including June 30, 2017 and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period from one hundred and twenty (120) days to thirty (30) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

34.02 The parties agree to commence negotiations for a renewed agreement thirty (30) days prior to the expiration of this Agreement.

DATED at St. Albert, Alberta this 18th day January 2016.

Signed on behalf of

CITADEL CARE CORPORATION
St. Albert, Alberta

UNITED STEELWORKERS, Local 1-207
Edmonton, Alberta

Blair Halliday

Jeff Kallichuk

Dana Schnepf

Ray White

Beverly Kunka

Liela Ocampo

Juliana Woldemariam

Barbara Woodall

SCHEDULE “A”

Classifications and Hourly Rates of Pay

Classification	0-1949	1950-3899	3900-5849	5850-7799	7800-9749	9750-11700	11701-13650	13651-19499	19500+
HCA	17.55	18.14	18.70	19.40	20.02	20.33	20.50	20.64	
1.75% Jul 1/15	17.86	18.46	19.03	19.74	20.37	20.69	20.86	21.00	
1.50% Jul 1/16	18.13	18.73	19.31	20.04	20.68	21.00	21.17	21.32	
HK/Dietary	15.13	15.42	15.81	17.14	17.30	17.65			
1.75% Jul 1/15	15.39	15.69	16.09	17.44	17.60	17.96			
1.50% Jul 1/16	15.63	15.93	16.33	17.70	17.87	18.23			
Laundry	15.67	15.96	16.35	17.68	17.84	18.20			
1.75% Jul 1/15	15.94	16.24	16.64	17.99	18.15	18.52			
1.50% Jul 1/16	16.18	16.48	16.89	18.26	18.42	18.80			
Cook	17.40	17.70	18.06	18.53	18.70	19.08			
1.75% Jul 1/15	17.70	18.01	18.38	18.85	19.03	19.41			
1.50% Jul 1/16	17.97	18.28	18.65	19.14	19.31	19.71			
Recreation Assistant	16.43	16.92	17.43	17.95	18.49	18.86			
1.75% Jul 1/15	16.72	17.22	17.74	18.26	18.81	19.19			
1.50% Jul 1/16	16.97	17.47	18.00	18.54	19.10	19.48			

Classification	0-1949	1950-3899	3900-5849	5850-7799	7800-9749	9750-11700	11701-13650	13651-19499	19500+
Recreation Aide	16.01	16.50	17.30	18.05	18.21				
1.75% Jul 1/15	16.29	16.79	17.60	18.37	18.53				
1.50% Jul 1/16	16.53	17.04	17.87	18.64	18.81				
Maintenance Assistant	15.67	15.96	16.35	17.68	17.84	18.20			
1.75% Jul 1/15	15.94	16.24	16.64	17.99	18.15	18.52			
1.50% Jul 1/16	16.18	16.48	16.89	18.26	18.42	18.80			
Licensed Practical Nurse	23.51	24.43	25.50	26.51	26.51	28.01	28.01	29.13	30.40
1.75% Jul 1/15	23.92	24.86	25.95	26.97	26.97	28.50	28.50	29.64	30.93
1.50% Jul 1/16	24.28	25.23	26.34	27.38	27.38	28.93	28.93	30.08	31.40

SCHEDULE “B”

Classifications and Hourly Rates of Pay

Classification	0-2015	2016- 4030	4031- 6045	6046- 8060	8061- 12090	12091+
PT/OT Aides	17.80	18.50	19.20	19.90	21.00	22.25
1.75% Jul 1/15	18.11	18.82	19.54	20.25	21.37	22.64
1.50% Jul 1/16	18.38	19.11	19.83	20.55	21.69	22.98
PT/OT Assistants	19.90	20.60	21.30	22.00	23.00	24.50
1.75% Jul 1/15	20.25	20.96	21.67	22.39	23.40	24.93
1.50% Jul 1/16	20.55	21.28	22.00	22.72	23.75	25.30
Unit Clerks	18.61	18.72	18.86	19.00	19.17	19.25
1.75% Jul 1/15	18.94	19.05	19.19	19.33	19.51	19.59
1.50% Jul 1/16	19.22	19.33	19.48	19.62	19.80	19.88

SCHEDULE “C”

OUTLINE OF INSURANCE PLAN COVERAGE FOR SERVICE PLAN

(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).

- \$40,000.00 life insurance per employee under the age of 65; \$20,000 per employee between the ages of 65 and 75;
- \$40,000.00 AD &D per employee under the age of 65; \$20,000 per employee between the ages of 65 and 75;
- Dental Plan at the latest fee schedule available:
 - Basic services: 80% up to \$2,000 per person annual
 - Comprehensive: 50% up to \$2,000 per person annual
 - Orthodontic: 50% up to \$3,000 lifetime maximum per child under 19;
- Prescription drug plan for employee and family at 80% up to \$3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- Optical insurance for employee and family;
 - under 21: \$300 per year
 - over 21: \$300 every two years
- Extended health coverage for employee and family;
- Semi-private hospital coverage with no deductible for employee and family;
- Long term disability insurance with sixty percent (60%) of earnings, maximum of \$1,500.00 per month per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

Citadel Care Corporation

25 Erin Ridge Road

St. Albert, AB T8N 7K8

Telephone: (780) 4583044

United Steelworkers Local 1-207

202, 4264 91A Street

Edmonton, AB T6E 5V2

Telephone: (780) 463-9070

Fax: (780) 461-5020

Ray White, President

Scott Ruston, Business Agent

Ivana Niblett, Business Agent

Cheryl McKay, Financial Secretary

United Steelworkers District 3 - Calgary

150, 2880 Glenmore Trail SE

Calgary, AB T2C 2E7

Telephone: (403) 279-9397

Fax: (403) 236-8617

Keith Turcotte, Area Supervisor

United Steelworkers District 3

202, 4264 91A Street

Edmonton, AB T6E 5V2

Telephone: (780) 487-1141

Fax: (780) 486-1716

Jeff Kallichuk, Staff Rep District 3