

COLLECTIVE AGREEMENT

BETWEEN

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

- and -

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

GSS CUPE 1031 - June 2002

1

NUMERICAL INDEX

<u>Article</u>	<u>Page</u>
	1
1 Preamble	1
2 Term of Collective Agreement	1
3 Definitions	2-3
4 Change In Collective Agreement	4
5 Union Recognition	4
6 Union Membership, Security and Check-Off	4-5
7 Management Rights	5
8 Discrimination	5
9 Occupational Health And Safety	5-4
10 Job Classification	7-9
11 Bulletin Boards	10
12 Shop Stewards	10
13 Grievance Procedure	10-13
14 Probation Period	14
15 Salaries	14-16
16 Paydays	16
17 Hours of Work	16-19
18 Overtime	19-20
19 On Call	20-21
20 Call-Back	21
21 Premiums	21
22 Transportation Allowance	22
23 Annual Vacation	22-24
24 Named Holidays	24-26
25 Sick Leave	26-29
26 Workers' Compensation	29
27 Health Benefits	30-31
28 Pension Plan	31
29 Leaves of Absence	31-33
30 Bereavement	34
31 Uniforms/Lockers	34
32 Appointments, Promotions, Transfers and Vacancies	34-36
33 Discipline, Dismissal and Resignation	37
34 Seniority	38
35 Layoff and Recall Procedure	38-42
36 Casual and Temporary Employees	43-46
37 Copies of Collective Agreement	46
	46

<u>Article</u>	<u>Page</u>
Salaries Appendix	47-49
Letter of Understanding Re: Payment of Retroactive Increases to Basic Rates of Pay	50
Letter of Understanding Re: Lump Sum Payment	51
Letter of Understanding Re: Lump Sum Payment For Employees Employed in the Medical Support Group and the Food Services Group	52
Letter of Understanding Re: Equity Compensation Rate Adjustment	53
Letter of Understanding Re: Sub-Contracting	54
Letter of understanding Re: Mill Woods Care Centre Occupational Health And Safety Committee	55
Letter of Understanding Re: Article 27 - Pension Plan	56
Letter of Understanding Re: Article 34: Layoff	57
Letter of Understanding Re: Modified Work Week and Early Intervention	58
Letter of Understanding Re: Extended Work Day	59-60
Letter of Understanding Re: Article 16.07 – Optional Scheduling	61
Letter of Understanding Re: Hours of Work For Part-Time Employees	62

ALPHABETICAL INDEX

Article	Page
22	Annual Vacation 22-24
31	Appointments, Promotions, Transfers and Vacancies 34-36
29	Bereavement 34
10	Bulletin Boards 10
19	Call-Back 21
37	Camp Allowance 46
35	Casual and Temporary Employees 43-46
3	Change in Collective Agreement 4
36	Copies of Collective Agreement 46
2	Definitions 2-3
32	Discipline, Dismissal and Resignation 37
7	Discrimination 5
12	Grievance Procedure 10-13
26	Health Benefits 30-31
16	Hours of Work 16-19
9	Job Classification 7-9
34	Layoff and Recall Procedure 38-42
28	Leaves of Absence 31-33
	Letter of Understanding Re: Article 16.07 – Optional Scheduling 61
	Letter of Understanding Re: Article 27 - Pension Plan 56
	Letter of Understanding Re: Article 34: Layoff 57
	Letter of Understanding Re: Equity Compensation Rate Adjustment 53
	Letter of Understanding Re: Extended Work Day 59-60
	Letter of Understanding Re: Hours of Work For Part-Time Employees 62
	Letter of Understanding Re: Lump Sum Payment 51
	Letter of Understanding Re: Lump Sum Payment For Employees Employed in the Medical Support Group and the Food Services Group 52
	Letter of Understanding Re: Mill Woods Care Centre Occupational Health And Safety Committee 55
	Letter of understanding Re: Modified Work Week and Early Intervention 58
	Letter of Understanding Re: Payment of Retroactive Increases to Basic Rates of Pay 50
	Letter of Understanding Re: Sub-Contracting 54
6	Management Rights 7
23	Named Holidays 24-26
8	Occupational Health And Safety 5-6
18	On Call 20-21
17	Overtime 19-20
15	Paydays 16
27	Pension Plan 31
	Preamble 1
20	Premiums 21
13	Probation Period 14

14	Salaries	14-16
	Salaries Appendix	47-49
33	Seniority	38
11	Shop Stewards	10
24	Sick Leave	26-29
1	Term of Collective Agreement	2
21	Transportation Allowance	22
30	Uniforms/Lockers	34
5	Union Membership, Security and Check-Off	4-5
4	Union Recognition	4
25	Workers' Compensation	29

COLLECTIVE AGREEMENT made this 26th day of April, 2000.

COLLECTIVE AGREEMENT

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

- and

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

PREAMBLE

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

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

NOW THEREFORE, THE PARTES **HERETO** AGREE AS FOLLOWS:

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto; shall be in force and effect from and after the date upon which the Canadian Union of Public Employees and the Employer exchange notice of ratification of this Collective Agreement up to and including June 30, 2002, and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.
- 1.04 This Collective Agreement shall apply to employees coming within the scope of Certificates 532-92, 73-96 and 179-97 as issued by the Labour Relations Board.

ARTICLE 2: DEFINITIONS

- 2.01 An "Employee" shall mean any employee of the Employer for whom the Union has been certified as bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition, and whose employment is designated as:
- (a) "Regular Employee" is one who works on a full-time or part-time basis:
 - (i) "Full-time Employee" shall mean an employee who is scheduled to work the hours specified in Article 16 - Hours of Work.
 - (ii) "Part-time Employee" shall mean an employee who works scheduled shifts pursuant to Article 16.06 provided however that such hours worked in any fourteen (14) calendar day period shall be less than those established for full-time employment. A part-time employee will work a minimum of three (3) hours per shift.
 - (b) "Casual Employee" shall mean an employee who is hired to fill a position made temporarily vacant as a result of a sickness, injury, leave of absence, vacation, or Named Holiday. A casual employee may work either full-time or part-time hours.

- (c) "Temporary Employee" is one who is hired for a period of six (6) months or less for a specific job. When a temporary employee is hired, the Employer shall advise the Union in writing of the temporary employee's name, classification, department and nature of the temporary assignment. The term of employment of such temporary employee may be extended only by mutual agreement in writing, between the Employer and the Union. A temporary employee may work either full-time or part-time hours.
- 2.02
 - (a) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to part-time employees.
 - (b) Casual and Temporary employees do not have a continuing employment relationship with the Employer and except as specifically stated in Article 35 of this Collective Agreement, the provisions of this Collective Agreement shall not apply to casual and temporary employees.
- 2.03 "Vacation" means annual vacation with pay.
- 2.04 Where indicated by context or intent of this Collective Agreement the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural, and vice versa.
- 2.05 "Shift" means a daily tour of duty exclusive of overtime hours. The first (1st) shift of the day shall be that shift in which the majority of hours fall between midnight and zero eight hundred (0800) hours.
- 2.06 "Basic Rate of Pay" shall mean the applicable step in the pay range of the employee's classification as set out in the Salaries Appendix.
- 2.07 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.
- 2.08 The term "position" when used in this Collective Agreement shall mean and include the following:
 - (a) the employee status being regular full-time, regular part-time, casual or temporary; and
 - (b) the employee's classification;
 - (c) the allocated full-time equivalency rating; and
 - (d) the facility.

A Full-Time Equivalency (FTE) is thirty-eight point seven five (38.75) hours of work per week.
- 2.09 "immediate family" shall mean the parents of the employee and the employee's spouse and dependant children.

ARTICLE 3: CHANGE IN COLLECTIVE AGREEMENT

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

ARTICLE 4: UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the employees covered by this Collective Agreement as described in the Certificate of the Labour Relations Board issued pursuant to the Labour Relations Code and amendments thereto.
- 4.02 No employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 Each party will designate a person or persons and all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons.
- 4.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when regular employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any regular employee.
- 4.05 The Employer recognizes that the Local Union may have the assistance of a C.U.P.E. National or Regional Representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement.
- 4.06 The Employer shall notify the Union in writing of all layoffs, transfers, job postings, new hires, and discipline. Employees are to notify the Union in writing of all resignations and work related injuries.

ARTICLE 5: UNION MEMBERSHIP, SECURITY AND CHECK-OFF

- 5.01 Membership in the Union shall be voluntary on the part of each employee. All employees covered by this Collective Agreement who are members of the Union at the time of signing of this Collective Agreement, or who, in the future, decide to become members of the Union, shall, as a condition of employment, maintain her membership in the Union during the life of this Collective Agreement.
- 5.02 The Employer shall deduct from the wages of employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system of the Employer. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate each employee's name and the amount deducted from each employee.
- 5.03 The Employer will note the individual union dues deducted and enter the amount on T-4 slips issued for income tax purposes.

- 5.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further, that a representative of the Employer may be present at such presentation.

ARTICLE 6: MANAGEMENT RIGHTS

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

ARTICLE 7: DISCRIMINATION

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

- 7.02 Harassment means:

- (i) an act of abusive and unwelcome conduct or coinnient undertaken or made on the basis of any characteristic referred to in article 7.01; or
- (ii) a series of objectionable and unwelcome sexual solicitations or advances; or
- (iii) a sexual solicitation or advance made by a person who is in a position to confer any benefit on, or deny any benefit on, or deny any benefit to the recipient of the solicitation or advance knows that it is unwelcome; or
- (iv) areprisal or threat of reprisal for rejecting a sexual solicitation or advance.

ARTICLE 8: OCCUPATIONAL HEALTH AND SAFETY

- 8.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 8.02 A facility Occupational Health and Safety Committee will be established and the Union will have the right to designate two (2) members of the bargaining unit as members of this Committee, [one (1) member for those facilities with less than one hundred (100) employees in the bargaining unit]. This Committee may include representatives from other employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups.
- 8.03 The basic rate of pay will be paid to such employee for time spent in attendance at a meeting of this Committee.

- 8.04 This Committee shall meet at least quarterly at a mutually acceptable hour and date. Either the Chairperson or Vice Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the committee will determine the procedure for dealing with such matters.
- 8.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.
- 8.06 The Employer will co-operate with the Committee by providing:
- (a) materials and equipment necessary to carry out its functions in accordance with terms of reference;
 - (b) data pertaining to workplace health and safety conditions;
 - (c) access to information pertaining to accidents, incidents or occupational diseases that occur at the worksite.
- 8.07 The Committee shall assist the Employer:
- (a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;
 - (b) in the development and promotion of measures to protect the safety and health of employees in the facility and to check the effectiveness of such measures; and
 - (c) In notifying employees of any health or safety risks that could cause injury or illness.
- 8.08 The Health and Safety Committee shall also consider measures necessary to ensure the safety of each employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps not taken towards implementation within two (2) months from the date the recommendation is made, the Health and Safety Committee may request and shall have the right to have their recommendations presented to the Employer's senior management. Senior management must provide a written response to the presentation of recommendations by the Health and Safety Committee, within thirty (30) days.
- 8.09 An employee's rights shall be respected in accordance with The Occupational Health and Safety Act.
- 8.10 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections, including monitoring.

ARTICLE 9: JOB CLASSIFICATION

- 9.01 The Provincial Health Authorities of Alberta (PHAA) on behalf of the Employer shall provide classification criteria for all Provincial Classifications listed in the "Composite Listing of Classifications and Salary Rates" to the Canadian Union of Public Employees Alberta Hospital Employees Committee (hereinafter referred to as the "C.U.P.E.>").
- 9.02 The purpose of the classification criteria is to provide a guideline for the determination of each employee's classification and shall not be considered as an amendment to the established certificates or as a complete definition of any classification.
- 9.03 **New Classifications**
- (a) In the event that the Employer creates a new classification which is **Within** the scope of the bargaining unit in accordance with Article 4.01, and which is not listed in the Salary Appendix, but which is listed as a Provincial Classification **in** the "Composite Listing of Classifications and Salary Rates", the basic rate of pay for the new classification shall be the same **as** listed for **the** Provincial Classification in the "Composite Listing of Classifications and Salary Rates".
- (b) in the event that an Employer creates a new classification which is within the scope of the bargaining unit in accordance with Article 4.01, and which is not listed in the " Composite Listing of Classifications and Salary Rates " the following will occur:
- (i) The P.H.A.A., on behalf of the Employer, shall provide classification criteria for the new classification to the C.U.P.E.
- (ii) The basic rate of pay for the new classification shall be established by the Employer.
- (iii) The Employer shall notify the P.H.A.A. and the C.U.P.E. of the basic rate of pay for the new classification as established by the Employer.
- (iv) in the event that the basic rate of pay for the new classification established by the Employer **is** not acceptable to the C.U.P.E., the C.U.P.E. shall, within thirty (30) calendar days from the date they received notification of the basic rate of pay for the new classification, notify the Employer and the P.H.A.A. that they wish to negotiate the basic rate of pay for the new classification established by the Employer.
- (v) The P.H.A.A., on behalf of the Employer, and **the** C.U.P.E. shall meet to negotiate the basic rate of pay for the new classification established by the Employer.

- (vi) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date that the C.U.P.E. received the basic rate of pay for the new classification established by the Employer, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the matter of basic rate of pay for the new classification established by the Employer to Arbitration in accordance with Article 12.02, Step IV - Arbitration.

9.04

Change to Existing Classification Criteria

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

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

9.05

Classification Adjustment

- (a) in the event that a significant change in the duties of a position occurs, the Employer shall notify the Union. If the parties are unable to mutually agree to the appropriate classification allocation, a grievance can be commenced at Step II of the grievance procedure.

- (b) in the event an employee is reclassified to a classification with a lower basic rate of pay, the employee, 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. in the event the Employer changes the classification allocation of the work being performed by a regular employee to a classification with a higher basic rate of pay the employee will be placed on the new salary grid at the nearest increment that provides her with an increase to her basic rate of pay.

9.06 **Classification Review**

- (a) in the event that an employee believes that her current position is not properly classified, the employee or the Union may request a review of the classification by submitting a request for review in writing to the Employee's immediate supervisor. Copies of the request shall be sent to the Department of Human Resources and to the Union.
- (b) Where a classification review is requested, the job description will be updated and a review of the position conducted to determine the appropriate classification based on a comparison to the classification guideline criteria and other similar positions. The decision will be submitted to the Union within **sixty (60)** working days of receiving the request from the employee.
- (c) If the response is not acceptable to the employee and or the Union, the matter may be submitted by the Union to the Grievance Procedure commencing at Step III.

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

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

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

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

ARTICLE 10: BULLETINBOARDS

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

ARTICLE 11: SHOP STEWARDS

- 11.01 The Shop Steward System is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of other employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized as Shop Stewards.
- 11.02 Union Officers will be recognized as Shop Stewards for the purpose of this Article.
- 11.03 The Employer agrees that the Shop Steward shall not be hindered, coerced or interfered with in any way in the performance of the Shop Steward's function while investigating disputes and presenting adjustments. Shop Stewards shall suffer no loss of pay for time spent performing these duties. The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that the Shop Steward will not leave work during working hours except to perform Shop Steward duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave work without obtaining the permission of the Shop Steward's supervisor, and such permission shall not be unreasonably withheld.
- 11.04 Shop Stewards shall suffer no loss in pay for time spent on the Employer's premises in performing their duties as Shop Stewards.

ARTICLE 12: GRIEVANCE PROCEDURE

- 12.01 **Definition of a Grievance**
- A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of this Collective Agreement.
- 12.02 **Settling of Disputes and Grievances**
- (a) An employee or the Union shall have the right at any time to have the assistance of a C.U.P.E. Representative.
 - (b) At all levels of the grievance procedure;
 - (i) a sincere attempt shall be made by both parties to the Collective Agreement through discussion to resolve problems in the workplace.
 - (ii) a meeting may be arranged to discuss the problem and exchange information.

12.03

(a) **Step I Discussion**

An employee who believes that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with the employee's immediate supervisor within seven (7) days of when the employee first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Supervisor" means that person from whom an employee normally receives work assignments. The employee shall have the right to be accompanied by a Shop Steward or Union Officer while discussing the matter with the employee's immediate supervisor. The immediate supervisor shall advise the employee of the immediate supervisor's decision within seven (7) days of the date the matter was first discussed.

(b) **Step II (Client Services Manager)**

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

(c) **Step III (Director of Operations)**

if the grievance is not resolved under Step II above, the Union shall, within seven (7) days of receipt of the written decision of the Client Services Manager or designate, submit the grievance in writing to the Director of Operations or Designate, who shall render a decision in writing to the Union within seven (7) days of receipt of the grievance.

(d) **Step IV (Arbitration)**

- (i) if the grievance is not settled under Step III above, the Union shall within ten (10) days of receiving the decision of the Director of Operations or Designate at Step III above, notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the Union's nominee to an Arbitration Board. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board. The two (2) appointees so named shall, within ten (10) days, appoint a third person who shall be the Chair of the Arbitration Board. in the alternative, the parties may agree to the appointment of a single Arbitrator who shall act as the Arbitration Board.
- (ii) if the two (2) members fail to appoint a third person within the time limits, the Minister of Human Resources shall appoint the Chair of the Arbitration Board.

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

12.04 **Definition of Days**

Throughout this Article, the reference to "days" shall not include Saturdays, Sundays, or ~~Next~~ Holidays.

12.05 **Time Limits**

- (a) The time limits specified in the grievance procedure may be extended by mutual consent in writing between the Union and the Employer.
- (b) Should the employee or the Union fail to comply with any time limit in the grievance procedure, the grievance will be considered conceded and abandoned. Should the Employer fail to comply with any time limits in the grievance procedure, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit.

No grievance shall be prejudiced or technically defeated by:

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

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

- 12.06 **Grievance Types**
- (a) individual Grievance
- An individual grievance is a grievance that affects an individual employee and shall commence at Step I of the Grievance Procedure.
- (b) Group Grievance
- In the event that a difference affects two (2) or more employees, those so affected, or the Union, within seven (7) days of the date they first became aware of, or reasonably should have become aware of the occurrence, may agree with the Employer that the grievances be grouped and dealt ~~with~~ as a single grievance commencing at Step I.
- (c) Policy Grievance
- (i) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within seven (7) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.
- (ii) A policy grievance may be submitted at Step II.
- 12.07 **Dismissal or Suspension Grievance**
- In the event an employee alleges dismissal or suspension without just cause, the employee's grievance may commence at Step III, within fourteen (14) days of the occurrence.
- 12.08 **Replies in Writing**
- Except for Step I, replies to grievances shall be in writing at all stages.
- 12.09 **Facilities for Grievances**
- The Employer shall supply the necessary facilities for joint grievance meetings.
- 12.10 **Unique Circumstances**
- (a) Grievances affecting departments other than the employee's department (i.e. transfers and promotions) will be commenced ~~with~~ the Client Services Manager of the affected department.
- (b) in the event that any management Officers as named in the grievance steps are one and the same, the subsequent Step will be deemed to have been complied with.

ARTICLE 13: PROBATION PERIOD

13.01 **Dismissal**

A newly regular hired employee shall serve a probation period. Such Employee, if determined by the Employer to be unsatisfactory, may be dismissed at any time during the probation period without notice.

13.02 **Transfers to another Position**

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

13.03 **Feedback on Progress**

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

13.04 **Length of Probation Period**

- (a) The probation period for a regular employee consists of three hundred and twenty-five (325) hours worked from the date the last period of continuous employment commenced.
- (b) The probation period may be extended by an additional three hundred and twenty-five (325) hours or less for reasons other than those specified in Article 13.02 by mutual agreement in writing between the Employer, the Union and the employee. However, in no event will an employee's probation period exceed six hundred and fifty (650) hours.

ARTICLE 14: SALARIES

14.01 **Salary Schedule**

The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Schedule which forms a part of this Collective Agreement, and shall be effective from and after the dates specified.

14.02 **Pay Steps**

Employees shall advance from "Pay Step 1" to "Pay Step 2" as set out in the Salaries Schedule upon completion of two thousand and twenty-two point seven five (2,022.75) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of one thousand eight hundred and thirteen point five zero (1,813.50) hours worked at each subsequent Pay Step in the pay range.

14.03 Achieving a *Different* Position

- (a) When a regular employee achieves a position in a classification with the same end rate as the employee's present classification, such employee shall move to the Pay Step which has a rate which is equal to the employee's present basic rate of pay, or if there is no such Pay Step, to the Pay Step that has a basic rate of pay that is next higher to her present basic rate of pay.
- (b) When a regular employee achieves a position in a classification with an end rate that is greater than the end rate of the employee's present classification, and the employee has not yet achieved "Pay Step 2" in the employee's present pay range, the employee shall be advanced to "Pay Step 1" in the higher pay range and will then move to "Pay Step 2" upon completion of two thousand and twenty-two point seven five (2,022.75) hours worked (inclusive of those hours worked in the employee's former classification); however, if "Pay Step 1" of the higher pay range is less than "Pay Step 1" in the employee's present pay range, the employee's shall be advanced to the next Pay Step that provides the employee with an increase in the employee's basic rate of pay.
- (c) When a regular employee achieves a position in a classification with an end rate that is greater than the end rate of the employee's present classification, and the employee has achieved "Pay Step 2" or greater in the pay range for the employee's present classification, the employee shall advance to "Pay Step 2" in the higher pay range, however, if "Pay Step 2" in the higher pay range has a basic rate of pay less than the employee's current basic rate of pay, the employee shall be advanced to the next Pay Step that provides the employee with an increase in the employee's basic rate of pay.
- (d) When a regular employee achieves a position in a classification with an end rate that is *less than* the employee's present classification, the employee shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in the employee's present basic rate of **pay**.

14.04 Overpayment of **Wages** and/or Entitlements

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

14.05 **Recognition of Previous Experience**

Upon verification of a new employee having job relevant or specific experience within the preceding twenty-four (24) months, the employee's starting salary may be adjusted one salary increment for each full year of experience, up to the top increment in the salary scale.

ARTICLE 15: PAYDAYS

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

ARTICLE 16: HOURS OF WORK

16.01 **Continuous Operation**

It is understood and agreed that work shall provide for a continuous operation Monday through Sunday. Also, a weekend is defined as Saturday and Sunday.

16.02 **Posting of Shift Schedules**

All shift schedules shall be posted not less than twenty-eight (28) calendar days in advance. ~~Shift~~ schedules posted shall cover a minimum four (4) week period. When a change is made in the regular employee's scheduled work days the employee shall be **informed** and the change shall be recorded on the shift schedule. When such change is made with less than seven (7) calendar days notice, the regular employee shall be paid at one and one-half times (1 1/2X) the basic rate of pay for all hours worked on the first (1st) shift of the changed schedule.

16.03 **Daylight Saving Time**

On the date fixed by proclamation, in accordance with the Daylight Saving Time Act, of the conversion to Mountain Standard Time, regular hours of work shall be extended to include the resultant additional hour with additional payment due therefore at the applicable overtime rate. On the date fixed by said Act for the resumption of Daylight Saving Time the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.

16.04 **Request to Report for a Later Shift**

in the event a regular employee reports for work as scheduled and is requested by the Employer to report for a later shift, the regular employee shall be compensated by payment of three (3) hours pay at her basic rate of pay.

16.05 **Full-Time Employees**

(a) Normal hours of work, exclusive of meal periods, for regular full-time employees, shall be:

(i) seven and three-quarter (7 3/4) work hours per day; and

- (ii) seventy-seven and one-half (77 1/2) work hours in a fourteen (14) calendar day period;
- (b) Regular full-time employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle; unless otherwise mutually agreed to between the Employer and the Union. The Employer shall consider a request by such employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular full-time employees shall provide for:
 - (i) not more than two (2) different shift starting times between scheduled days off;
 - (ii) at least two (2) consecutive days off in a fourteen (14) calendar day period;
 - (iii) not more than six (6) consecutive days of **work** without receiving her days off;
 - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular full-time employees who perform the work involved.
- (d) All full-time employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the employee(s) and the Employer.

16.06

Part-time Employees

- (a) Hours of work for regular part-time employees, shall be:
 - (i) up to seven and three-quarter (7 3/4) hours in any one (1) day, exclusive of meal periods;
 - (ii) scheduled to work in a manner where the ratio of **work** days to non-work days does not exceed 5:2 averaged over one (1) work cycle of not more than fourteen (14) calendar days.

- (b) Regular part-time employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle; unless otherwise mutually agreed to between the Employer and the Union. The Employer shall consider a request by such employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular part-time employees shall provide for:
 - (i) not more than two (2) different shift starting times between days off;
 - (ii) at least two (2) consecutive days off in a fourteen (14) calendar day period;
 - (iii) not more than six (6) consecutive days of work without receiving days off;
 - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;
 - (v) no split shifts; and
 - (vi) excepting part-time employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular part-time employees who perform the work involved.
- (d) All part-time employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the employee(s) and the Employer.
- (e) Regular part-time employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available regular part-time employees who have requested additional hours of work. Provided that the operation of the facility is not compromised, the Employer shall endeavour to offer additional hours of work to regular part-time employees first, then to casual employees.
- (f) The basic rate of pay will prevail for additional hours of work assigned to a regular part-time employee beyond her scheduled hours provided:

- (i) she accepts the assignment;
- (ii) the hours worked do not exceed seven and three-quarter (7 3/4) hours per day;
- (iii) the hours worked do not exceed seventy-seven and one-half (77 1/2) hours over a period of fourteen (14) calendar days;
- (iv) the part-time employee does not work in excess of *six* (6) consecutive days without days off;
- (v) the part-time employee does not work in excess of *ten* (10) days in a fourteen (14) day period; and
- (vi) if the hours worked would constitute a split shift, the call back provisions of Article 19 will apply.

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

16.07 **Optional Scheduling Provisions**

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

ARTICLE 17: OVERTIME

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

- 17.06 (a) An employee may request time off in lieu of overtime worked to be taken in conjunction with her annual vacation by mutual agreement.
- (b) In the event mutual agreement between the employee and the Employer is not reached, time off in lieu of overtime may be taken at another mutually agreeable time within three (3) months of the pay period in which the overtime was worked.
- (c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.
- (d) Failing mutual agreement under (a) or (b) above, the Employer shall effect payment of overtime pay at the applicable overtime rate.
- 17.07 In the event that any two (2) of the following premiums apply simultaneously, the greatest of the applicable premiums will be paid:
- (i) overtime;
- (ii) Named Holiday premium;
- (iii) call-back premium.

ARTICLE 18: ON CALL

18.01 **Definition**

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

18.02 **On-Call Pay**

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

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

18.03 **Time Off in Lieu of On-Call Premiums**

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

18.04 **Pocket Pagers**

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

ARTICLE 19: CALLBACK

19.01 **Cali-Back Pay**

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

19.02 **Full-Time Employees**

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

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

19.03 **Part-Time Employees**

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

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

ARTICLE 20: PREMIUMS

20.01 **Weekend Premium**

A weekend premium of seventy-five cents (\$.75) per hour shall be paid to an employee working between fifteen hundred (1500) hours on Friday and zero seven hundred (0700) hours on a Monday.

20.02 **Shift Premium**

A shift premium of one dollar (\$1.00) per hour will be paid to an employee working between fifteen hundred (1500) hours and zero seven hundred (0700) hours.

ARTICLE 21: TRANSPORTATION ALLOWANCE

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

ARTICLE 22: ANNUAL VACATION

- 22.01 Vacation Entitlement for Full-Time Employees
- (a) During each year of continuous service in the employ of the Employer, a regular full-time employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:
- (i) during the first (1st) to third (3rd) years of such employment a full-time employee earns a vacation time of fifteen (15) working days;
 - (ii) during the fourth (4th) to fourteenth (14th) years of such employment a full-time employee earns a vacation time of twenty (20) working days;
 - (iii) during the fifteenth (15th) to twenty-fourth (24th) years of such employment a full-time employee earns a vacation time of twenty-five (25) working days;
 - (iv) during the twenty-fifth (25th) and subsequent years of such employment a full-time employee earns a vacation time of thirty (30) working days.
- 22.02 Vacation Entitlement for Part-Time Employees
- Vacation entitlement for regular part-time employees, shall be in accordance with the following formula:
- $$\begin{array}{r} \text{Hours worked as a} \\ \text{regular employee as} \\ \text{defined in Article} \\ 22.03 \end{array} \quad \times \quad \begin{array}{r} \text{The applicable \% as} \\ \text{outlined below} \end{array} \quad = \quad \begin{array}{r} \text{Number of hours of} \\ \text{paid vacation time to} \\ \text{be taken} \end{array}$$
- (a) six percent (6%) during the first (1st) to third (3rd) continuous years of employment; or
 - (b) eight percent (8%) during the fourth (4th) to fourteenth (14th) continuous years of employment; or

- (c) ten percent (10%) during the fifteenth (15th) to twenty-fourth (24th) continuous years of employment; or
- (d) twelve percent (12%) during the twenty-fifth (25th) and subsequent continuous years of employment.

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

Only those hours of work paid at the basic rate of pay and on a Named Holiday to a maximum of seven and three-quarter (7 3/4) hours will be recognized for the purposes of determining vacation pay.

22.04 **Cessation of Vacation Accrual**

There shall be no accrual of vacation pay or time entitlements during:

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

22.05 **Time of Vacation**

- (a) The Employer shall post the vacation schedule planner by January 1st of each year. Where an employee submits her vacation preference by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of that year.
- (b) Where employees have submitted their requests for vacation within the time frame of January 1st to March 15th stipulated in Article 22.05(a), vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Request for vacation which are submitted after March 15th shall be dealt with on a first-come, first-serve basis. A regular employee who chooses to take her vacation in broken periods shall be allowed to exercise her preference as to choice of vacation dates for only one (1) vacation period.
- (c) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the requested vacation.
- (d) A regular employee shall be entitled to an unbroken period of vacation equal to one (1) year's vacation accrual, unless otherwise mutually agreed between the employee and the Employer.
- (e) Vacation time off commences on the first (1st) regularly scheduled work day away on vacation leave and ends on the first (1st) regularly scheduled work day back from vacation leave.

- (f) Employees shall be permitted to maintain a level of vacation entitlement equal to (1) year's vacation entitlement. **An** employee may carry forward more than one year's vacation entitlement if mutually agreed to between the Employee and the Employer.
- (g) No regular employee may continue to work and draw vacation pay ~~in~~ lieu of taking her vacation.

22.06 **Sick While on Vacation**

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

22.07 **Vacation Pay upon Termination**

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

ARTICLE 23: NAMED HOLIDAYS

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

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

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

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

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

- 23.02 Floater Holiday
- No payment shall be due for the Named Holiday which occurs during:
- (a) a layoff; or
 - (b) all forms of leave during which a regular employee is not paid; or
 - (c) an absence while in receipt of disability insurance or Worker's Compensation Benefits.
- 23.03 **Lieu Day**
- A full-time employee shall be entitled to a day off with pay on or for a Named Holiday provided she:
- (a) works her scheduled shift immediately prior to and immediately following the Holiday except where the employee is absent due to illness or other reasons acceptable to the Employer;
 - (b) works on the Named Holiday when scheduled or required to do so.
- 23.04 Named Holiday Pay
- Subject to Article 17.01 a full-time employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one and one-half times (1 1/2 X) the basic rate of pay plus:
- (a) by mutual agreement, a day added to the full-time employee's next annual vacation; or
 - (b) a mutually agreeable day off with pay in conjunction with the full-time employee's regular days off within thirty (30) days either before or after the Named Holiday, or
 - (c) one regular days pay.
- 23.05 **Named Holiday While on Vacation**
- Subject to Article 24.04 when a Named Holiday falls during a full-time employee's annual vacation the employee shall receive:
- (a) by mutual agreement, a day off with pay added to the full-time employee's annual vacation; or
 - (b) a mutually agreeable day off with pay in conjunction with the full-time employee's regular days off within thirty (30) calendar days of the full-time employee's return from annual vacation; or
 - (c) one (1) day's regular pay in lieu of the Named Holiday.

- 23.06 **Named Holiday on Day Off**
- When a Named Holiday falls on a full-time employee's regularly scheduled day off, the full-time employee shall receive:
- (a) by mutual agreement a day off with pay added to the full-time employee's next annual vacation; or
 - (b) a mutually agreeable day off with pay in conjunction with the full-time employee's regular days off within thirty (30) calendar days, either before or after the Named Holiday; or
 - (c) one (1) regular day's pay in lieu of the Named Holiday.
- 23.07 **Named Holiday on a Saturday or Sunday**
- When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday as the day off in lieu of the Named Holiday. If such designated day off is a full-time employee's regularly scheduled day off, such employee shall then be entitled to the provisions of Article 23.06.
- 23.08 **Part-Time Employees**
- (a) A part-time employee who works on a Named Holiday shall be paid at the rate of one and one-half times (1 1/2X) her basic rate of pay for all hours worked;
 - (b) Part-time employees shall be paid, four point six percent (4.6%) of their earnings paid at the basic rate and of their vacation pay, in lieu of Named Holiday pay.
- 23.09 Regular employees who are required to work on Named Holidays shall be scheduled through an equitable rotation of shifts worked on Named Holidays.

ARTICLE 24: SICK LEAVE

- 24.01 **Definition**
- Sick Leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 24.02 **Sick Leave during Probation Period**
- After a regular employee has completed her probation period she shall be allowed a credit for sick leave from the date of employment provided however, that a regular employee shall not be entitled to apply sick leave credits prior to the completion of her probation period.

24.03 Accrual of Sick Leave Credits

Sick leave credits shall not accrue during:

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

24.04 Payment for Sick Leave

A regular employee granted sick leave shall be paid for the period of such leave at her basic rate of pay and the number of days thus paid shall be deducted from her accumulated sick leave credits **up** to the total amount of the regular employee's accumulated credits at the time sick leave commenced.

24.05 Sick Credits for Medical Referral and /or Treatment

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

24.06 satisfactory Proof

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

24.07 **Extended Illness**

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

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

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

24.08 **Reporting Sick**

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

24.09 **Request for Report of Sick Leave**

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

24.10 **Maximum Credits**

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

24.11 **Full-Time Employees**

Sick leave credits for a full-time employee shall be earned and computed at the rate of one and one-half (1 1/2) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

24.12 **Pari-Time Employees**

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

24.13 **Illness in the Immediate Family**

if an Employee is unable to report to work as the result of illness in the immediate family requiring the Employee's personal attention, she shall **inform** the Employer with as much advance notice as possible. The Employee may use either sick leave, a vacation day, or an unpaid leave of absence for the hours not worked. Such absence from work shall not exceed three (3) working days per year. The Employee may be required to submit satisfactory proof of illness.

ARTICLE 25: WORKERS' COMPENSATION

25.01 Workers' Compensation Board coverage will be provided by the Employer for employees.

25.02 Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation. An employee absent on Workers' Compensation for a period in excess of thirty (30) calendar days shall not accumulate sick leave credits or vacation entitlement during the period of absence.

25.03 Employees shall not be entitled to a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.

25.04 (a) An employee who is in receipt of Workers' Compensation benefits shall be deemed to be on approved leave of absence without pay. The Employer shall continue their portion of the health care benefit cost-share during such leave of absence.

(b) The Employer **will** continue the subrogation process with respect to WCB payments, and will make all necessary deductions to continue health care benefits during such leave of absence.

25.05 The parties recognize that the Employer may be required to reconcile payments to the employee with subsequent assigned payments from the Workers' Compensation Board.

25.06 The parties agree that the individual employee shall keep the Employer informed of the prognosis of her condition, to the extent possible, in a timely fashion. A regular employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised **as** to when she shall be expected back to work and will **try** to give the Employer at least fourteen (14) calendar days notice of the date she **will** be able to return to work where possible.

ARTICLE 26: HEALTH BENEFITS

26.01 Health Benefit Plans

When the enrolment and other requirements of the benefit carriers have been met, the Employer shall take steps to contract for and implement the following group plans:

- (a) Alberta Health Care Insurance Plan;
- (b) An Allied Health Plan which provides one hundred percent (100%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.
- (c) A Prescription Drug Plan which provides eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.
- (d) A Dental Plan which provides eighty percent (80%) reimbursement of eligible basic services; fifty percent (50%) reimbursement of eligible extensive services; and fifty percent (50%) reimbursement of eligible orthodontic services up to the established maximums provided for within the benefit carrier contract.

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

Orthodontic Services shall be subject to a lifetime maximum reimbursement of one thousand five hundred (\$1,500) per insured person.

- (e) At the Employers' option an EI Sub Plan to supplement an eligible employee's Employment insurance to meet the Employer's obligation to provide benefit payments to an employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.
- (f) A Group insurance Plan, inclusive of;
 - (i) Basic Life insurance
 - (ii) Basic Accidental Death and Dismemberment insurance
 - (iii) Long Term Disability insurance (income replacement during a qualifying disability equal to sixty percent (60%) of basic monthly earnings at the basic rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period);

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

26.03 **Benefit Plan Premiums**

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

26.04 **Pari-Time Employees**

Subject to the preceding provisions where it is anticipated that a part-time employee will work a minimum of fifteen (15) hours per week, averaged over a calendar year she shall participate in the Health Benefits Plans.

26.05 The Employer shall advise employees of all rate changes pursuant to Article 26.

ARTICLE 27: PENSION PLAN

27.01 Eligible employees shall participate in the Local Authorities Pension Plan.

27.02 The Employer shall make available to all eligible employees copies of the Local Authorities Pension Plan information booklets.

ARTICLE 28: LEAVES OF ABSENCE

28.01 **General Policies Governing Leaves of Absence**

- (a) Application for leave of absence shall be submitted in writing, to the Employer as early as possible in order that staff substitutions may be arranged. Applications shall indicate the date of departure of leave and the date of return. Permission for leave of absence will not be *unfairly withheld* and where permission is denied reasons will be given
- (b) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of one (1) month.
- (c) Subject to Article 23.02 employees shall not be entitled to named holidays with pay, which may fall during a period of leave of absence without pay.
- (d) An employee off **work** for ninety (90) calendar days or more shall give the Employer fourteen (14) days notice of their intent to return to **work**.

28.02 **Accrual of Benefits While on Leave**

- (a) During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), employees may elect to maintain coverage of contributory plans specified in Article 26, provided that the employee makes prior arrangements to pay full premium costs. In failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.

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

28.03 **Leave - Union Business**

- (a) Provided the efficiency of the facility shall not in any case be disrupted, leave of absence without pay and without loss of seniority shall be granted by the Employer to regular employees elected or appointed to represent the Union at Union Functions, Workshops, Seminars or Schools.
- (b) Regular employees who are elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay but with no loss of seniority for a period of up to one (1) year. Such leave shall be renewed each year, on request during their term of office.
- (c) Representatives of the Union shall be granted time off without loss of seniority and without pay to participate in negotiations with the Employer.

28.04 **Leave for Public Office**

- (a) The Employer recognizes the right of a regular employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay so that a regular employee may be a candidate in federal, provincial or municipal elections.
- (b) Regular employees who are elected to public office shall be allowed leave of absence without pay but with no loss of seniority during their term of office.

28.05 **Parental Leave**

- (a) A regular employee who has six (6) months of continuous service shall, upon her written request, be granted Maternity Leave to become effective eight (8) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commences Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, supplementary unemployment benefits or long term disability benefits. Maternity leave shall not exceed twelve (12) months unless an extension is granted by the Employer. Request for an extension shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional ~~three~~ (3) months.

- (b) A pregnant employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided above, if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in a need for an absence from work longer than twelve (12) months the employee may request further leave without pay and benefits as provided by the General Leave Article.
- (c) A father-to-be who has completed six (6) months of continuous service shall, upon his written request, be granted an unpaid leave of absence for the purpose of parenting duties, provided that the initial application for such leave is made four (4) weeks prior to the expected commencement of the leave. Such leave shall not exceed six (6) months.
- (d) An employee absent on Parental Leave shall provide the Employer with two (2) weeks written advance notice of her readiness to return to work, following which the Employer will reinstate her in the same position held by her immediately prior to taking such leave and at the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.

28.06 **Adoption Leave**

A regular employee who has completed six (6) months continuous employment shall, upon written request, be granted leave without pay for up to six (6) months as necessary for the purpose of adopting a child and upon two (2) weeks written notice of intent to return to work, the regular employee shall be re-engaged in the same classification held by her immediately prior to taking adoption leave and at the same rate of pay.

28.07 **Court Appearance**

- (a) In the event an employee is required to appear before a court of law as a member of a jury or as a witness in matters arising out of her employment with the Employer, the employee shall suffer no loss of regular earnings for the scheduled shift(s) so missed.
- (b) An employee required by law to appear in Court as a member of a jury or a witness shall be allowed time off without loss or regular earnings which the employee would have normally received based on her regular hours of work. Any fee received as such juror or witness shall be paid to the Employer. An employee acting as a voluntary witness shall not be paid for such absence.
- (c) Where an Employee is required by law to appear before a court of law for reasons other than those stated above, she shall be granted a leave of absence without pay.

ARTICLE 29: BEREAVEMENT

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

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

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

ARTICLE 30: UNIFORMS/LOCKERS

30.01 **Uniforms**

The Employer will furnish and maintain (launder, alter and repair) without charge such uniforms which the Employer requires the employee to wear. These remain the property of the Employer and shall not be worn other than on duty. The nature, colour, and style of uniforms and the requirements of each group of employees in respect thereto shall be determined by the Employer.

30.02 **Lockers**

The Employer recognizes that it is desirable for each employee who is required to change into a uniform to be provided a personal locker for storage of clothing and personal belongings.

ARTICLE 31: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

31.01 **Appointments**

In filling a new position or a vacancy, appointments shall be made on the basis of qualifications (which may include job knowledge, experience, education and **skills**) and seniority. The qualifications for the new position or vacancy shall be consistent with the job description.

31.02 **Postings**

- (a) Vacancies for:
 - (i) Regular positions; and

- (ii) casual or temporary positions scheduled to be greater than fifteen (15) hours per week, and of an expected duration of more than ninety (90) calendar days,

shall be posted for seven (7) calendar days stating the responsibilities and qualifications, location (Department, Facility), existing shift schedule and basic rate of pay for the position and to whom applications should be submitted.

- (b) The Employer may limit subsequent postings for a temporary vacancy to two (2) postings.
- (c) An employee off work for ninety (90) calendar days or more shall give the Employer fourteen (14) calendar days notice of their intent to return to work.

31.03 Applications

Requests for transfers or applications for vacancies shall be in writing according to the procedures established in the facility. Facilities will be provided to accept applications for posted positions at any time within the seven (7) calendar day posting period.

31.04 Order of Consideration

The following order for consideration of applicants shall apply:

- (a) the regular employees who are covered by this Collective Agreement in the Department of the Facility where the vacancy exists or the new position is being created;
- (b) next, the regular employees who are covered by this Collective Agreement in the same Department in other Facilities of the Employer;
- (c) next, the regular employees of the Employer who are covered by this Collective Agreement;
- (d) next, the employees of the Employer who are covered by this Collective Agreement.

31.05 Interim Appointments

When a vacancy is posted and circumstances require the Employer to fill a vacancy before the expiration of the seven (7) calendar day posting period, or prior to the availability of a qualified applicant, the appointment shall be made on a temporary basis only. The Employer shall fill such vacant position on a permanent basis as soon as a qualified applicant becomes available.

31.06 Notification to Applicants

- (a) Employees who are applicants for postings shall be informed in writing of their acceptance or rejection within seven (7) calendar days of the date of appointment.

- (b) A copy of all postings shall be forwarded to the designated Officer of the Union, and when the appointment has been made, the designated Officer will be notified of the appointee's name and the Department concerned.

31.07 **Trial Periods**

A regular employee who is the successful applicant of a posting shall be considered on a trial period in her new position for three hundred and ten (310) hours worked following the date of appointment. During this trial period the employee may choose to return or the Employer may direct the regular employee to return to her former position and basic rate of pay without loss of seniority.

31.08 **Responsibility Pay**

- (a) When the Employer designates a regular employee to substitute on a position in a classification with a greater end rate and such assignment is for at least two (2) hours in any one (1) shift, she shall be paid, in addition to her basic rate of pay, an amount equal to:
 - (i) the difference between "Pay Step 2" of the higher classification and "Pay Step 2" of the employee's classification; or
 - (ii) if "Pay Step 2" of the higher classification is less than "Pay Step 2" of the employee's classification, the difference between the employee's basic rate of pay and the next Pay Step on the higher pay range which is greater than "Pay Step 2" of the employee's classification, for the full period of time she is substituting in the higher paid classification. For the purpose of this sub-clause payment(s) of this premium shall be calculated based on current basic rates of pay identified in the Salaries Appendix.
- (b) When the Employer designates a regular employee to temporarily substitute on a position in a classification with a lesser end rate, she shall continue to receive her previous basic rate of pay for the full period of time she is substituting in the lower paid classification.
- (c) When a regular employee agrees to substitute on another position outside of this Collective Agreement, the regular employee will receive, in addition to her basic rate of pay, an amount commensurate with the additional responsibilities.

31.09 **Secondment to a Temporary Position**

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

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

ARTICLE 32: DISCIPLINE, DISMISSAL AND RESIGNATION

32.01 Discipline and Dismissal

- (a) Except for the dismissal of an employee serving a probation period, there shall be no discipline or dismissal except for just cause.
- (b) Copies of all disciplinary notices shall be forwarded to the Union. Regular employees shall be given the opportunity to sign disciplinary notices **as** having been read.
- (c) An employee shall have the right to have a Shop Steward or Local Union Officer present **at** the discussion of the written disciplinary notice with the Employer.
- (d) None of the provisions of this Article shall prevent immediate suspension or dismissal for just cause, subject to the grievance procedure.

32.02 Abandonment

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

32.03 Personnel Files

- (a) Upon service of at least one (1) day's notice an employee shall have the **right** to view her personnel file once each year or when the employee has filed a grievance. **An** employee shall be given a copy of the contents of her personnel file provided that she first pays to the Employer, a fee to cover the cost of the copying, such fee to be determined by the Employer.
- (b) **An** employee who has been subject to disciplinary action **may**, after eighteen (18) months 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 eighteen (18) month period, of which the employee is aware.

32.04 Resignation

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

ARTICLE 33: SENIORITY

33.01 Definition

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

33.02 Break in Seniority

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

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

33.03 Seniority Lists

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

33.04 Transfer Between **Facilities**

When an employee is transferred or achieves a position in another facility operated by the Employer, and certified with the Union, the employee's rights, benefits, seniority and other entitlements will be transferred.

ARTICLE 34: LAYOFF AND RECALL PROCEDURE

34.01 Planning

- (a) In the event that the number of regular employees are to be reduced within a classification, the regular employee(s) with the least seniority within the classification shall be the first regular employee(s) removed from such classification. Unless specifically stated otherwise, Article 34 shall apply only to the facility and bargaining unit covered in this agreement.
- (b) Prior to implementation of the provisions of this Article the Employer will meet with the Union to inform the Union of the Employer's intentions.

34.02

Definition

For the purpose of this Article, "paygrade" shall mean classifications with the same maximum rate of pay.

34.03

Layoff and Displacement Procedures

General Principles

- (a) if a regular employee is removed from a position, such employee shall be eligible to displace in accordance with Article 34.03(c) and 34.03(e), subject to the following conditions:
 - (i) the laid off employee has the required qualifications to perform the duties of the position in that paygrade;
 - (ii) the position in that paygrade will not be deleted within sixty (60) calendar days;
 - (iii) the employee to be displaced has less seniority;
 - (iv) in the event a vacant position in the same classification and equivalent FTE is available, the most senior employee having received a layoff notice shall be reassigned to the vacant position. If the employee refuses the assignment, the employee will forfeit their right to recall;
 - (v) if an employee chooses not to displace in accordance with Article 34.03(c) or 34.03(e), such employee shall only remain eligible to fill a vacant position or be laid off;
 - (vi) Employees with less than one (1) year seniority may not displace and are subject to layoff;
 - (vii) An employee may not displace or be recalled to a position with a greater Full Time Equivalent (FTE); and
 - (viii) The provision of Article 34.03 shall be exercised in order of seniority. When layoffs affect more than one (1) employee, a meeting with the Employer, the Union and the affected employees will be held to identify all of the potential positions to displace to. The most senior employee will choose first amongst the positions eligible to displace to.

Full-Time Employees

- (b) if a regular full-time employee receives a position elimination notice in accordance with Article 34.04(a), such employee, may, within seventy-two (72) hours and in consultation with the Employer, choose a position from among the available vacant full-time positions, identified by the Employer.

- (c) If a vacancy does not exist within the Employee's classification, or the employee does not accept another vacancy outside of their classification, the employee shall, within seventy-two (72) hours and in consultation with the Employer, exercise one of the following options:
 - (i) displace the least senior full-time employee in an equal or lower paygrade;
 - (ii) displace the least senior part-time employee in the same classification or in an equal or lower pay grade.

Part-Time Employees

- (d) If a regular part-time employee receives a position elimination notice in accordance with Article 34.04(a), such employee, may, within seventy-two (72) hours and in consultation with the Employer, choose a position from among the available vacant part-time positions in the classification identified by the Employer.
- (e) If a vacancy does not exist within the Employee's classification, or the employee does not accept another vacancy outside of their classification, the employee shall, within seventy-two (72) hours and in consultation with Employer, displace the least senior part-time employee in an equal or lower paygrade;
- (f) **An** employee displaced as a result of Article 34.03(e), shall within seventy-two (72) hours, indicate to the Employer a preference to exercise one of the following options:
 - (i) displace the least senior part-time employee in an equal or lower pay grade;
 - (ii) accept layoff.

34.04

Notice Provisions

- (a) The Employer shall notify Regular Employees to be re-assigned or laid off in accordance with Article 34.03 at least twenty-one (21) calendar days before the layoff or re-assignment is to be effective. if the employee who has received layoff notice is not provided with an opportunity to work during the notice period, such employee shall be paid an amount equal to the wages the employee would have earned, had the employee worked his/her regular hours of work in the twenty-one (21) calendar day period. If such employee is assigned duties other than those normally connected ~~with~~ the classification in question during the notice period, the employee shall not be paid less than the amount of wages the employee would have been entitled to receive had such employee not been provided with an opportunity to work during the notice period

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

34.05

Recalls

- (a) Subject to the provisions of Article 34.03, a regular employee who has been laid off from employment shall be eligible to be recalled to a position with the equivalent FTE within the same classification if a vacancy occurs, provided that no other regular employee is on layoff who has the qualifications for such position and who has greater seniority than such employee.
- (b) An employee having exercised her rights pursuant to article 34.03(c)(e) or (f), shall maintain her recall rights until extinguished as follows:
 - (i) the employee is recalled to the former position; or,
 - (ii) the employee applies on a posted position and is successful in accordance with Article 31; or,
 - (iii) expiration of 24 calendar months since the date of layoff.
- (c) The method of recall shall be by telephone and, if such is not possible, by courier sent to the employee's last known place of residence. The employee so notified shall return to work not later than seven (7) calendar days following receipt of notice or such later date which may be specified by the Employer.

- (d) The Union shall be notified of recalls as they occur.
- (e) in the event that there is a conflict between the provisions of Article **34.05** "Recalls" and Article 34.03, the provisions of Article **34.03** shall prevail.

34.06 Casual or Temporary Assignment During Layoff

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

34.07 Subcontracting, Leasing or Technological Change

- (a) In the event regular employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred and twenty (120) calendar days in advance of such change, and every effort will be made to absorb affected Regular Employees into other jobs within the bargaining unit.
- (b) Regular employees who are transferred by the Employer pursuant to Article 34.07(a), to a lower paid position shall continue to receive their previous rate of pay until the basic rate of pay for the lower paid position **is** equal ~~to~~ or greater than the previous rate *of* pay and then shall receive the basic rate of pay for the position occupied.
- (c) Regular employees who are not absorbed into other jobs within the bargaining unit shall be subject to layoff in accordance with the layoff procedures of this Article.

34.08 Benefits During Layoff

A regular employee who is laid off may make prior arrangements to pay the full premiums of any applicable benefit plans to assure continuation of such protection if so desired, for a maximum of twenty-four (24) months. Failure by the regular employee to submit the premium payments to the Employer will result in the discontinuation of benefit coverage.

34.09 Operation of Article 34

The operation of Article **34** shall not be construed as a violation of Articles 16 and 31 **and** no overtime **will** be payable as a result *of* schedule changes.

ARTICLE 35: CASUAL AND TEMPORARY EMPLOYEES**35.01 Application**

- (a) Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Casual and Temporary Employees.
- (b) The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 20, 21, 28, 30, 31, 31.04(d), and 36 shall apply to casual and temporary employees.

35.02 Named Holidays

- (a) Casual and temporary employees required to **work** on a Named Holiday shall be paid at one and one-half times (1 1/2X) their basic rate of pay for all hours worked on the Named Holiday.
- (b) Casual and temporary employees shall be paid four decimal six percent (4.6%) of their earnings at the basic rate of pay and of their vacation pay in lieu of Named Holidays.

35.03 Vacation

- (a) Casual and Temporary employees shall be paid in addition to their earnings at the basic rate of pay:
 - (i) six percent (6%) of their earnings at the basic rate of pay during the first and subsequent employment years; or
 - (ii) eight percent (8%) of their earnings at the basic rate of pay during the fourth and subsequent employment years if applicable;
 in lieu of vacation.
- (b) Casual employees shall be allowed:
 - (i) fourteen (14) calendar days off without pay for their vacation after one (1) year of employment; or
 - (ii) twenty-one (21) calendar days off without pay for their vacation after five (5) years of employment, if applicable.

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

35.04 Reporting Pay

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

35.05

Health Benefits

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

35.06

Overtime

- (a) The Employer shall determine when overtime is necessary and for what period of time it is required.
- (i) All authorized overtime worked in excess of and in conjunction with seven and three-quarter (7 3/4) hours per day shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay for the first three (3) hours and two times (2X) the basic rate of pay thereafter; or
- (ii) All overtime worked in excess of seventy-seven and one-half (77 1/2) hours in a fourteen (14) calendar day period shall be paid at one and one-half times (1 1/2X) the basic rate of pay;
- whichever is greater.
- (b) Failure to provide at least fifteen and one-half (15 1/2) hours rest between scheduled shifts, or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (15 1/2) hours rest between scheduled shifts.

35.07

On-Call

- (a) On-call duty shall mean any period during which a Casual or Temporary employee is not working but during which the employee is required by the Employer to be readily available to respond without undue delay to any request to report to work.
- (b) For each assigned hour of authorized on-call duty, a casual or temporary employee shall be paid the sum of one dollar and twenty-five cents (\$1.25) per hour except that on Named Holidays she shall be paid the sum of one dollar and fifty cents (\$1.50) per hour. A Named Holiday shall run from zero zero zero one (0001) hours on Named Holiday to twenty-four hundred (2400) hours of the same day.
- (c) A casual or temporary employee who is called back to work during the on-call period shall not be paid for those hours worked during the on-call period in accordance with Article 35.07(b), but shall be paid for the hours worked during the call back period at the basic rate of pay unless the maximum hours of work have been exceeded in accordance with Article 17, at which time overtime premiums will apply.

- (d) When an employee is supplied a pocket pager by the Employer for the purpose of On-Call Duty, there shall be no cost to the employee for the use of the pocket pager.
- (e) When a Casual *or* Temporary employee is regularly scheduled, she shall not be required to lay-off during a regularly scheduled shift to equalize any overtime previously worked.

35.08 **Bereavement and Leave**

Casual and temporary employees will be entitled to time off without pay in lieu of bereavement leave.

35.09 **Seniority**

Casual and temporary employees do not accumulate seniority subject to Article 31.09.

35.10 **Workers' Compensation**

Workers' Compensation Board coverage will be provided for casual and temporary employees.

35.11 **Personnel Files**

A casual or temporary employee who has initiated a grievance shall have access to review her personal file upon service of at least one (1) days notice.

35.12 **Call Back**

A temporary or casual employee who is employed in a regularly scheduled *full-time* capacity and who is called back and required to return to work outside of her regular hours shall be paid for any one (1) call at either:

- (a) the overtime rate as specified in Article 35.06(a);
- (b) three (3) hours at the basic rate of pay;

whichever is greater.

35.13 **Hours of Work**

The provisions of Article 16.01 through 16.04 and 16.07 apply to casual and temporary employees employed in a regularly scheduled full-time or part-time capacity and:

- (a) the provisions of Article 16.05 apply to casual and temporary employees who are employed in a regularly scheduled full-time capacity.
- (b) the provisions of Article 16.06 apply to casual and temporary employees who are employed in a regularly scheduled part-time capacity.

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

ARTICLE 36: COPIES OF COLLECTIVE AGREEMENT

- 36.01 Within sixty (60) days of the signing of this Collective Agreement the Employer shall provide the employee with a copy.
- 36.02 The Employer shall provide a copy of the Collective Agreement to each new employee upon appointment.
- 36.03 The Agreement shall be printed in pocket size form and the costs shall be shared equally between the parties.

ARTICLE 37: CAMP ALLOWANCE

- 37.01 For each twenty-four (24) hour period spent in a camp setting, a thirty dollar (\$30.00) camp allowance shall be paid to a participating employee.
- 37.02 Attendance at camp shall be by mutual agreement between the Employer and the employee.

SALARIES APPENDIX

	Date Effective	1	2	Pay Steps 3	4	5	6
Clerical Group							
1.1	Clerk I						
	July 1, 1999	9.56	10.04	10.52	11.00	11.46	
	July 1, 2000	9.85	10.34	10.83	11.32	11.80	
	July 1, 2001	10.05	10.55	11.05	11.55	12.04	
1.2	Clerk II						
	July 1, 1999	10.29	10.80	11.31	11.82	12.32	
	July 1, 2000	10.60	11.12	11.64	12.16	12.69	
	July 1, 2001	10.81	11.34	11.87	12.40	12.94	
1.3	Unit Clerk						
	July 1, 1999	11.25	11.65	12.05	12.45	12.85	
	July 1, 2000	11.59	12.00	12.41	12.82	13.24	
	July 1, 2001	11.82	12.24	12.66	13.08	13.50	
Food Services Group							
2.1	Food Services Aide						
	July 1, 1999	8.42	9.18	9.94	10.70	11.46	
	July 1, 2000	8.67	9.45	10.23	11.01	11.80	
	July 1, 2001	8.84	9.64	10.44	11.24	12.04	
2.2	Food Services Cashier						
	July 1, 1999	9.06	9.87	10.68	11.49	12.28	
	July 1, 2000	9.33	10.16	10.99	11.82	12.65	
	July 1, 2001	9.52	10.37	11.22	12.07	12.90	
2.4	Cook I						
	July 1, 1999	11.35	12.22	13.08	13.94	14.81	
	July 1, 2000	11.69	12.58	13.47	14.36	15.25	
	July 1, 2001	11.92	12.83	13.74	14.65	15.56	
2.5	Cook II						
	July 1, 1999	11.98	12.86	13.74	14.62	15.50	
	July 1, 2000	12.34	13.25	14.16	15.07	15.97	
	July 1, 2001	12.59	13.52	14.45	15.38	16.29	

Date Effective	1	2	Pay Steps 3	4	5	6
Cleaning Group						
3.1 Housekeeping Aide, Laundry Worker I						
July 1, 1999	8.42	9.18	9.94	10.70	11.46	
July 1, 2000	8.67	9.45	10.23	11.01	11.80	
July 1, 2001	8.84	9.64	10.44	11.24	12.04	
3.2 Housekeeping Attendant						
July 1, 1999	9.41	10.20	10.98	11.76	12.52	
July 1, 2000	9.69	10.49	11.29	12.09	12.90	
July 1, 2001	9.88	10.70	11.52	12.34	13.16	
3.3 Working Leader						
July 1, 1999	10.74	11.58	12.42	13.26	14.11	
July 1, 2000	11.06	11.93	12.80	13.67	14.53	
July 1, 2001	11.28	12.17	13.06	13.95	14.82	
3.4 Laundry Worker II						
July 1, 1999	9.94	10.72	11.50	12.28	13.05	
July 1, 2000	10.24	11.04	11.84	12.64	13.44	
July 1, 2001	10.44	11.26	12.08	12.90	13.71	
Medical Support Group						
4.1 Nursing Attendant, Therapy Aide, Assisted Living Worker III						
July 1, 1999	10.42	10.84	11.26	11.68	12.10	12.52
July 1, 2000	10.73	11.16	11.59	12.02	12.45	12.90
July 1, 2001	10.94	11.38	11.82	12.26	12.70	13.16
4.3 Licensed Practical Nurse, Assisted Living Worker IV						
July 1, 1999	12.82	13.36	13.90	14.44	14.98	15.52
July 1, 2000	13.20	13.76	14.32	14.88	15.44	15.99
July 1, 2001	13.46	14.03	14.60	15.17	15.74	16.31

Date Effective	Pay Steps	Pay Steps					
		1	2	3	4	5	6
Materials and Supply Management Group							
6.2	Service Attendant, Porter						
	July 1, 1999	9.41	10.20	10.98	11.76	12.52	
	July 1, 2000	9.69	10.49	11.29	12.09	12.90	
	July 1, 2001	9.88	10.70	11.52	12.34	13.16	
6.4	Driver						
	July 1, 1999	10.18	11.01	11.84	12.67	13.48	
	July 1, 2000	10.49	11.34	12.19	13.04	13.88	
	July 1, 2001	10.70	11.57	12.44	13.31	14.16	
Maintenance and Trades Group							
7.1	Maintenance Worker I, Custodian						
	July 1, 1999	9.27	10.08	10.89	11.70	12.49	
	July 1, 2000	9.55	10.38	11.21	12.04	12.86	
	July 1, 2001	9.74	10.59	11.44	12.29	13.12	
7.3	Maintenance Worker III						
	July 1, 1999	12.91	13.81	14.71	15.61	16.51	
	July 1, 2000	13.30	14.23	15.16	16.09	17.01	
	July 1, 2001	13.57	14.52	15.47	16.42	17.35	

LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the "Employer")

- and -

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

RE: PAYMENT OF RETROACTIVE INCREASES TO BASIC RATES OF PAY

The Employer will pay any retroactive increases to the basic rate of pay to employees within thirty (30) days from the date that notice of ratification is exchanged.

ON BEHALF OF THE EMPLOYER

Ed Brey

.....

DATE: *July 11/00*

ON BEHALF OF THE UNION

Seth Dumaldi

Yvonne Bailey

DATE: *July 20/00*

LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the "Employer")

AND

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

RE: LUMP SUM PAYMENT

The Parties agree to the following:

1. All regular employees who are employed by the Employer on the date of ratification shall be paid a one (1) time lump sum payment to be calculated in accordance with the following formula:

Full-Time Equivalency X \$125.00 0 One (1) time lump sum payment to a maximum of \$125.00
2. This lump sum payment shall be payable to employees who are still in the employ of the Employer, no later than July 1, 2001, and the Letter of Understanding shall expire and be null and void effective July 2, 2001.

ON BEHALF OF THE EMPLOYER

[Signature]
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DATE: *July 14/00*.....

ON BEHALF OF THE UNION

[Signature]
.....
[Signature].....

DATE: *July 20/00*.....

LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the "Employer")

- and -

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

**RE: LUMP SUM PAYMENT FOR EMPLOYEES EMPLOYED IN THE MEDICAL
SUPPORT GROUP AND THE FOOD SERVICES GROUP**

The Parties agree to the following:

1. All regular employees who are employed by the Employer as Food Services Aides and Housekeeping Attendants, who are regularly scheduled on evenings and nights as of the date of ratification, and those regular employees employed by the Employer in the Medical Support Group in paygrades 4.1 and 4.3 on the date of ratification, shall be paid a one (1) time lump sum payment to be calculated in accordance with the following formula:

$$\text{Full-Time Equivalency} \times \$500.00 = \text{One (1) time lump sum payment to a maximum of } \$500.00$$

2. This lump sum payment shall be payable to employees who are still in the employ of the Employer, no later than July 1, 2001 and the Letter of Understanding shall expire and be null and void effective July 2, 2001.

ON BEHALF OF THE EMPLOYER

[Signature]
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.....

DATE: *July 11/00*
.....

ON BEHALF OF THE UNION

[Signature]
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[Signature]
.....

DATE: *July 20/00*
.....

LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY

(the "Employer")

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031

(the "Union")

RE: EQUITY COMPENSATION RATE ADJUSTMENT

1. Should the Employer conclude a Collective Agreement with the Alberta Union of Provincial Employees for the Employees employed in general support services or auxiliary nursing classifications at the Stony Plain Care Centre, Mount Pleasant Care Centre, and the Southgate Care Centre with basic rates of pay in the salary appendix in excess of the hourly basic rates of pay for the classifications as noted in this Collective Agreement's salary appendix, for the term from July 1, 2001 until June 30, 2002, then the basic rates of pay in the salary appendix to this Collective Agreement will be adjusted to equal those basic rates of pay, effective the date of ratification of the Collective Agreement between the Employer and the Alberta Union of Provincial Employees for the above specified term.
2. This Letter of Understanding will expire on April 1, 2002.

ON BEHALF OF THE EMPLOYER

[Signature]
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DATE:

July 11/00
.....

ON BEHALF OF THE UNION

[Signature]
.....
[Signature]
.....

DATE:

July 20/00
.....

LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY

(the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031

(the "Union")

RE: SUB-CONTRACTING

1. The Parties agree that there will be no subcontracting out of work currently performed by bargaining unit members where it would result in the layoff of an existing regular employee and/or result in the reduction of the regular hours of work ("FTE") of a regular employee.
2. **This** Letter of Understanding will expire on June 30, 2002.

ON BEHALF OF THE EMPLOYER

[Handwritten Signature]
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DATE:

July 11, 00
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ON BEHALF OF THE UNION

[Handwritten Signature]
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.....

DATE:

July 20, 00
.....

LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the "Employer")

- and -

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

RE: MILL WOODS CARE CENTRE OCCUPATIONAL HEALTH AND SAFETY
COMMITTEE

Whereas the Parties agree that the Occupational Health and Safety Committee required under Article 8 at the Mill Woods Care Centre, will meet as part of the Shared Leadership/Occupational Health and Safety Committee.

ON BEHALF OF THE EMPLOYER

[Signature]
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DATE: *July 11/02*.....

ON BEHALF OF THE UNION

[Signature]
.....
Suzanne Bailey.....

DATE: *July 20/02*.....

LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the "Employer")

- and -

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

RE: ARTICLE 27 - PENSION PLAN

Whereas the Parties agree as follows:

1. All current employees who are covered by the Sunlife Pension Plan and become covered by the Collective Agreement will have the option of changing to LAPP or remaining with the Sunlife Pension Plan. In no event will eligible employees be allowed to opt out of a Pension Plan.
2. The Union shall be notified once each year of those employees participating in LAPP and Sunlife Pension Plans.

ON BEHALF OF THE EMPLOYER

[Signature]
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.....

DATE: *July 11/00*.....

ON BEHALF OF THE UNION

[Signature]
.....
Yvonne Bailey.....

DATE: *July 20/00*.....

LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the "Employer")

- and -

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

RE: ARTICLE 34: LAYOFF

The Parties agree when an employee has been given notice of layoff in accordance with the notice provisions of Article 34, and the employee is actively seeking replacement employment, the Employer will grant the employee reasonable time off without loss of pay for the purpose of attending an employment interview on the following conditions:

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

ON BEHALF OF THE EMPLOYER

[Signature]
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DATE: *July 11/00*.....

ON BEHALF OF THE UNION

[Signature]
.....

Gwenne Bailey
.....

DATE: *July 20/00*.....

LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the "Employer")

- and -

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

RE: MODIFIED WORK WEEK AND EARLY INTERVENTION

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

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

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

ON BEHALF OF THE EMPLOYER



DATE: July 11/00

ON BEHALF OF THE UNION



DATE: July 21/00

LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the "Employer")

- and -

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

RE: EXTENDED WORK DAY

Whereas the Parties agree as follows:

1. Where the Parties to this Collective Agreement have agreed to implement a system employing a modified **work** day, they shall evidence such agreement by signing a document indicating those areas and the affected positions to which the agreement applies. The list of areas and positions **may** be amended from time to time by agreement of the Parties.
2. The Employer agrees to provide the Union with a list of all areas and positions for which a modified work day was in effect on the date this Collective Agreement begins to operate.
3. Any agreement made pursuant to 1 above, may be terminated by either party to this Collective Agreement providing to the other party twelve (12) weeks notice in **writing** of such intent.
4. The Employer and the Union **acknowledge** and confirm that, with the exception of those amendments hereinafter specifically detailed, when a modified work day is implemented, all other Articles of this Collective Agreement shall remain **in** full force and effect as agreed to between the Parties.
5. Modified regular full-time hours of work, exclusive of meal periods shall be seventy-seven (77) hours and thirty-five (35) minutes **work** hours in a fourteen (14) calendar day period.
6. Regular hours of **work** in the Modified Work Schedule:
 - (a) scheduling of hours has Employees working longer hours each day (paid at regular rate) balanced by having Employees working fewer days.
 - (b) Employees shall work **up** to eleven (11) hours and five (5) minutes per day.

7. Regular hours of work shall be deemed to:
 - (a) include, as scheduled by Employer, three (3) rest periods of fifteen (15) minutes during each working shift of not less than eleven (11) hours and five (5) minutes;
 - (b) exclude, as scheduled by the Employer, two (2) meal periods of thirty-five (35) minutes, or equivalent during each working shift of not less than eleven (11) hours and five (5) minutes; and
 - (c) no split shifts be worked by an Employee; and
 - (d) except where overtime is necessitated, maximum in-hospital hours shall not exceed twelve and one-quarter (12 1/4) hours per day, as determined by the start and finish times of the shift.


8. Except in cases of emergency or by mutual agreement between an Employee and the Employer, shift schedules shall provide for:
 - (a) at least eleven (11) hours and forty-five (45) minutes off duty between shifts; and
 - (b) nor more than four (4) consecutive scheduled days of work.

9. Overtime is all time authorized by the Employer and worked by an Employee in excess of the regular daily hours specified in 5 and 6 above, or on scheduled days of rest.

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

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


ON BEHALF OF THE EMPLOYER


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DATE:

July 11/00
.....

ON BEHALF OF THE UNION


.....
Yvonne Bailey
.....

DATE:

July 20/00
.....

LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the "Employer")

- and -

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

RE: ARTICLE 16.07 - OPTIONAL SCHEDULING

In accordance with Article 16.07 the Parties agree to establish optional scheduling for employees employed in the position of Assisted Living Worker at the Mill Woods Centre in the Clayton Court Unit and not working in excess of seven and three quarter (7 3/4) hours per shift.

Article 16.05(c)(iii) and 16.06(c)(iii), are amended as follows:

"(iii) not more than seven (7) consecutive days of work without receiving her days off;"

Either party may terminate this Letter of Understanding by serving notice in writing.

ON BEHALF OF THE EMPLOYER

[Signature]
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.....

DATE: *July 11/00*.....

ON BEHALF OF THE UNION

[Signature]
.....
[Signature]

DATE: *July 20/00*.....

LETTER OF UNDERSTANDING

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the "Employer")

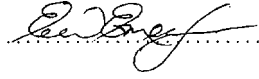
- and -

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

RE: HOURS OF WORK FOR PART-TIME EMPLOYEES

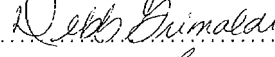
1. It is agreed that all part-time positions will be at least a zero point four (0.4) Full-Time Equivalency ("FTE").
2. In the event that operational requirements require positions of less than a zero point four (0.4) FTE, the Employer will provide thirty days notice to the Union prior to the position being posted.
3. The Parties will meet to discuss:
 - (a) the operational need to create the positions; and
 - (b) alternatives to positions of less than a zero point four (0.4) FTE
4. In the event the Parties are unable to achieve mutual agreement, the Employer may fill the position. Should the Union feel that the Employer did not have a legitimate operational requirement for creating positions of less than zero point four (0.4) FTE, the Union may submit the dispute to arbitration pursuant to Step IV of the Grievance Procedure in the Collective Agreement.
5. The Parties agree that a single arbitrator should hear any disputes arising out of this Letter of Understanding.
6. This Letter of Understanding shall expire June 30, 2002.

ON BEHALF OF THE EMPLOYER


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DATE: *July 11/00*

ON BEHALF OF THE UNION


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Yvonne Bailey
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DATE: *July 20/00*