

COLLECTIVE AGREEMENT

between

**Connecting Care (2000) Inc.
(hereinafter called the “Employer”)**

and

**Canadian Union of Public Employees
(hereinafter called the “Union”)**



LOCAL 1461

April 1, 2008 – March 31, 2011

INDEX

ARTICLE 1- PREAMBLE	1
ARTICLE 2 - TERM OF AGREEMENT	1
ARTICLE 3 - DEFINITIONS	1
ARTICLE 4 - UNION RECOGNITION	2
ARTICLE 5 - BULLETIN BOARDS	3
ARTICLE 6 - MANAGEMENT RIGHTS	3
ARTICLE 7 - DUES DEDUCTIONS AND UNION BUSINESS	3
ARTICLE 8 - NO DISCRIMINATION	4
ARTICLE 9 - CLASSIFICATIONS AND JOB DESCRIPTION	5
ARTICLE 10 - HOURS OF WORK AND WORK SCHEDULES	5
ARTICLE 11 - OVERTIME	7
ARTICLE 12 - SHIFT PREMIUM	8
ARTICLE 13 - WEEKEND PREMIUM	8
ARTICLE 14 - SENIORITY	8
ARTICLE 15 - VEHICLE ALLOWANCE	9
ARTICLE 16 - JOB POSTING, PROMOTIONS, TRANSFERS, VACANCIES	9
ARTICLE 17 - LAYOFF AND RECALLS	10
ARTICLE 18 - PROBATIONARY PERIOD AND ORIENTATION	12
ARTICLE 19 - GRIEVANCE PROCEDURE	13
ARTICLE 20 - DISCIPLINE AND DISCHARGE	14
ARTICLE 21 - NAMED HOLIDAYS	15
ARTICLE 22 - SICK LEAVE	16
ARTICLE 23 - LEAVE OF ABSENCE	17
ARTICLE 24 - VACATION	20
ARTICLE 25 - PAY GUIDELINES	22
ARTICLE 26 - PYRAMIDING	23
ARTICLE 27 - EMPLOYEE BENEFITS	23
ARTICLE 28 - LABOUR MANAGEMENT/OCCUPATIONAL HEALTH & SAFETY	24
ARTICLE 29 - PERSONNEL FILES	24
ARTICLE 30 - COPIES OF COLLECTIVE AGREEMENT	24
SCHEDULE "A" - SALARY SCHEDULE	26
SCHEDULE "B" – EMPLOYEE BENEFITS.....	29
LETTER OF UNDERSTANDING #1- No Contracting Out	30
LETTER OF UNDERSTANDING #2 – Allocation/Dispensing Drugs	31
LETTER OF UNDERSTANDING #3 – Recognition for Employees Previously Employed within Facility.....	32
LETTER OF UNDERSTANDING #4 – Hours of Work – Kitchen & Dining Room	33
LETTER OF UNDERSTANDING #5 – Hours of work and Overtime.....	34
LETTER OF UNDERSTANDING #6 – Pay Stub Information.....	35

ARTICLE 1- PREAMBLE

- 1.01 Where it is the desire of both parties to this Agreement
- a) to encourage efficiency in operation;
 - b) to establish and maintain harmonious relations and settled conditions of employment between the Employer and the Union;
 - c) to provide for a prompt and orderly method of settling complaints which may arise under this Agreement.
- 1.02 It is the desire of both parties to provide a high standard of care for Residents to meet their physical, emotional and spiritual needs in a safe comfortable environment, treating the Residents and their family members with the respect and dignity they deserve.

ARTICLE 2 - TERM OF AGREEMENT

- 2.01 This collective agreement shall be in force and effect from April 1, 2008 to March 31, 2011, 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 to the other party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 2.02 Where notice to commence collective bargaining is served under 2.01 above, this Agreement shall remain in full force and effect as per the bridging provisions of the *Labour Relations Code*.

ARTICLE 3 - DEFINITIONS

- 3.01 The word "Employee" or "Employees" as used in this Agreement shall mean the Employees referred to in this Agreement who are within the bargaining unit for who the Union is recognized pursuant to Certificate Number G7-2005, issued in accordance with the Alberta Labour Relations Code.
- 3.02 "Regular Full-time Employee" is one who is normally scheduled to work seventy-seven and one half hours (77.5) bi-weekly (exclusive of overtime) and one who has served the required probationary period.
- 3.03 A "Regular Part-time Employee" is one who has served the required probationary period and who is regularly schedule to work less than thirty-eight and three quarters (38.75) hours per week.
- 3.04 A "Casual Employee" shall mean an Employee who is hired to fill a position made available as a result of sickness, injury, leave of absence, vacation or Named Holiday under the following conditions:
- a) is scheduled for a period of ninety (90) calendar days or less for a specific job, or
 - b) relieves for absences the duration of which is ninety (90) calendar days or less, or

- c) works on a call-in basis and is not regularly scheduled.
- 3.05 "Temporary Employee" is one who is hired on a temporary basis and who may work either full or part-time hours;
- a) a specific job of more than three (3) months duration, but less than six (6) months duration;
 - b) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three (3) months;
 - c) to replace a full-time or part-time Employee who is on a leave of absence due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months;
 - d) the Union will not unreasonably refuse a request to extensions when the approved leave of absence is for a longer period of time or when the leave is extended by the Employer.
- 3.06 The words "bi-weekly" shall mean the two calendar weeks constituting a pay period. A pay period commences on Sunday and ends on Saturday:
- 3.07 "Facility Manager" shall mean the Manager, Assisted Living/Supportive Housing, who is responsible for the day-to-day operation of Heritage House-Vegreville. In the absence of the Manager, Assisted Living/Supportive Housing, an appointed alternate shall be designated the Facility Manager.
- 3.08 "Union" means the Canadian Union of Public Employees Local 1461.
- 3.09 "Basic Rate of Pay" means the applicable step in the pay range of the Employee's classification as set out in the Wage Appendix.
- 3.10 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 fall.
- 3.11 Where a gender has been specified in an Article, it shall be deemed to also include the opposite gender.

ARTICLE 4 - UNION RECOGNITION

- 4.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent on behalf of all Employees included in the Certificate # 67-2005 issued by the Alberta Labour Relations Board as may be amended from time to time.
- 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 The parties shall exchange lists of designated persons who may generate or receive correspondence arising out of the administration of the Collective Agreement. The lists shall be updated as changes occur.

- 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 in an emergency or when a regular Employee is not available or for the purposes of training or instruction, and provided the act of performing the work does not reduce the hours of pay or work of any regular Employee. It is understood that the Manager, as part of his/her duties, has the right to occasionally do the work of Employees covered by this Agreement or for the purposes of instructing new Employees and for filling shifts if no regular employee is available.
- 4.05 It shall be the responsibility of the Employee to keep the Employer informed of their current address, in case it is necessary to notify the Employee of any matter under this Agreement. Notices may be given personally or by registered mail addressed to the Employee at their last known address shown on the payroll system. Such notice shall be deemed to have been given on the date the notice was hand delivered or registered with the Postal Authorities.
- 4.06 The Union agrees that it will not conduct Union business on the Employer premises without the Employer's approval.

ARTICLE 5 - BULLETIN BOARDS

- 5.01 The Employer shall provide a bulletin board, which shall be placed in the staff room so that all Employees shall have access to it. It is not the intention of the Union to post anything objectionable or offensive.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Employer reserves all rights not restricted by this Collective Agreement.

ARTICLE 7 - DUES DEDUCTIONS AND UNION BUSINESS

- 7.01 Membership in the Union is voluntary.
- 7.02 Check-off Payments
The Employer agrees to deduct from the wages of Employees covered by this Collective Agreement, an amount equal to the monthly Union dues as determined by the Union. In all instances, such deductions shall be forwarded to the National Secretary Treasurer of the Union no later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list that shall indicate each Employee's name, along with the amount deducted and shall indicate newly hired and terminated Employees. A copy of such information shall also be given to the identified Union Representative of the Local. The Employer agrees to show the total amount of Union dues on the Employee's T-4 slips.
- 7.03 The Employer shall provide a separate list bi-annually of Employee's names, addresses and phone numbers.
- 7.04 The Union shall advise the Employer in writing of any changes in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the effective date of change.

- 7.05 The Union will save the Employer harmless from any claims that may arise either from any deduction from wages in respect to check-off of Union monthly assessments or any action taken at the request of the Union.
- 7.06 The Employer agrees that a Union Representative shall be given the opportunity to make a twenty (20) minute presentation during the orientation program to newly hired Employees working within the bargaining unit, for the purpose of advising the Employee of their rights and obligations under this Agreement.
- 7.07 Representative of Canadian Union of Public Employees
- The Union shall have the right at any time to have the assistance of a National Representative(s) of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to assist its members in any labour relations matter, including any formal Employee investigations. The Employer agrees that the representative of the Local will be recognized in the same manner as a National CUPE Representative. The National CUPE Representative will give reasonable advance notice to the Facility Manager or designate prior to attending the facility.
- 7.08 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. As provided in 4.03, the Union will provide the Employer with a list of the members who will handle grievances or bargaining on any manner properly arising from time to time during the continuance of this Agreement. The Stewards will not leave their duties on Union business without first obtaining permission from the Facility Manager. Permission will not be unreasonably withheld. The Union shall notify the Employer in writing of the name of each Steward. It is mutually agreed that the Employer will not meet with Employees at times a Union Representative is not available due to work duties.
- 7.09 The Employer will provide a copy of all postings, notices of hire or terminations, and disciplines to the Union.

ARTICLE 8 - NO DISCRIMINATION

- 8.01 The Employer or the Union shall not discriminate at any time against any Employee on account of creed, colour, nationality, ancestry or place of origin, political beliefs, gender, sexual orientation, physical or mental disability, age or marital status, or because of their connection with trade Union organizations.
- 8.02 The Union, Employer and Employees agree that Heritage House-Vegreville should be free from harassment. The Employer will investigate all complaints of harassment within the facility. Harassment does not include normal supervision and discipline for just cause.

ARTICLE 9 - CLASSIFICATIONS AND JOB DESCRIPTION

- 9.01 The Employer agrees to provide the Union with the current job descriptions within thirty (30) days of the signing of this Agreement.
- 9.02 Any amendments to the job descriptions shall be done in consultation with the Union.
- 9.03 Changes in Classification
When the duties of any classification are significantly changed or when a position not covered in Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was filled by an Employee or when the classification changed.

ARTICLE 10 - HOURS OF WORK AND WORK SCHEDULES

- 10.01 The hours and days in this article are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of hours of work.
- 10.02 Regular Hours
- a) Regular hours of work shall be seven and one-half (7 1/2) hours per day, exclusive of meal breaks and overtime. Shifts of shorter duration may be scheduled depending on the needs of the facility;
 - b) Thirty-seven and one-half (37 1/2) hours per week averaged over one complete cycle of the shift schedule.
- 10.03 The bi-weekly work period shall consist of seventy-five (75) hours.
- 10.04 Rest Periods and Meal Periods
- a) During each scheduled shift of five (5) hours or more, an Employee is entitled to one (1) one-half (1/2) hour non-paid lunch break
 - b) If the Employer requires an Employee to be readily available for duty during her meal break, the Employee shall be so advised in advance and be paid for that meal period at one and one-half (1 1/2) times of the Employee's basic rate of pay.
 - c) For each period of three hours worked, an Employee shall be entitled to a fifteen (15) minute paid rest break.
 - d) If an Employee is recalled during her meal break or rest period the Employee shall be given a full meal period or rest period later in the Employee's shift or where it is not possible to get her full meal period or rest break she shall be paid at one and one-half (1 1/2) times her basic rate for the length of the break.

10.05 Shift Schedules

The shift schedules shall be posted on a notice board, at least twenty-one (21) days prior to the effective date of the schedule. Shift schedules shall be of a two (2) week duration. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than five (5) days notice the Employee shall be paid at one and one-half (1½) times their basic rate of pay for the first shift of the changed shift schedule.

- 10.06 a) Regular full-time Employees and regular part-time Employees may exchange shifts amongst themselves provided that:
- i) the exchange is agreed to, in writing, between the affected Employees; and
 - ii) prior approval of such exchange has been given by the Facility Manager/Designate.
- b) Where such a request is made in writing, the Employer's reply shall also be in writing
- a) A mutual exchange shall be recorded on the shift schedule
 - b) A regular full-time or part-time Employee shall not mutually exchange shifts with a casual Employee unless the casual Employee has been given a shift and is on the shift schedule.
 - c) A mutual exchange shall not be deemed a violation of the provisions of this Agreement.

In any event it is understood that a mutual exchange initiated by the Employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by an Employee under the terms of this Agreement.

- 10.07 Requests for specific days off shall be submitted to the Facilities Manager no less than five (5) days before the posting of the schedule.
- 10.08 Shift schedules for regular and temporary full time and part-time Employees shall provide for the following:
- a) not less than fourteen (14) hours off between shifts;
 - b) not more than ten (10) days worked in a fourteen (14) calendar day period;
 - c) not more than seven (7) days worked in a row without the mutual agreement of the Employee and the Union;
 - d) a maximum of thirty-seven and one-half (37½) hours worked per week;
 - e) not more than seven and one-half (7 1/2) hours per day unless otherwise agreed to by the Employee, the Employer and the Union, and then not to exceed twelve (12) hours per shift; and
 - f) two (2) consecutive days off per week.

The basic rate of pay will prevail for additional hours of work assigned to a regular part-time Employees beyond the Employee's scheduled hours, unless the Employee becomes subject to the overtime provision. Should any of the above not be followed, the Employee shall be entitled to overtime rates of pay.

- 10.09 Regular part-time Employees who wish to be considered for additional hours of work that:
- a) are made available to relieve for absences, the duration of which is less than ninety (90) calendar days; or
 - b) are not regularly scheduled; shall advise the Manager, 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 and casuals who have requested additional hours of work.
- 10.10 The basic rate of pay will prevail for casual Employees beyond the Employee's scheduled hours, provided:
- a) the assignment is accepted;
 - b) the hours worked do not exceed seven and one-half (7 1/2) hours per day;
 - c) the hours worked do not exceed seventy-five (75) hours over a period of fourteen (14) calendar days;
 - d) casual Employees do not work in excess of seven (7) consecutive days without days off without the mutual agreement of the Employee and the Union; and
 - e) casual Employees do not work in excess often (10) days in a fourteen (14) day period.
 - f) not less than fourteen (14) hours off between shifts;

10.11 Minimum Hours for a Shift

A shift shall be a minimum of three (3) hours and if an Employee reports for work and is sent home she shall be paid a minimum of three hours pay at her basic rate of pay.

ARTICLE 11 - OVERTIME

11.01 Overtime Defined

Overtime is all time authorized by the Manager in excess of seven and one-half (7½) hours per day or seventy-five (75) hours in a two week rotation period. All authorized overtime shall be paid at the rate of one and one-half times (1½X) the basic rate of pay for the first two (2) hours and two times (2X) the basic rate of pay thereafter. When the full staffing complement for a shift is not reached for positions: RSW Kitchen Supervisor, RSW Cook, RSW Prep Cook, RSW Care or RSW Team Leader within one (1) hour of the beginning of the shift, those employees working the shift, to a maximum of two (2) employees shall be compensated at one and one-half times (1½ X) the basic rate of pay for all hours worked without the full staffing complement.

11.02 Employees shall not be required to reduce regular shifts to equalize any overtime worked.

11.03 Regular employees shall have the option, with written notification to the Manager, of banking their overtime hours at the appropriate overtime rate to a maximum of thirty-seven and one-half (37½) hours. Current employees with more than thirty-seven and one-half (37½) banked hours will use up or be paid out their banked time prior to March 31, 2010.

11.04 Call Back

When an employee is required to report to work, she shall receive a minimum of three (3) hours of the basic rate of pay or the applicable overtime rate, whichever is greater.

ARTICLE 12 - SHIFT PREMIUM

12.01 A shift premium of two dollars and fifty cents (\$2.50) per hour will be paid to an Employee working a shift whereby the major portion of such shift (more than three and one half (3½) hours) is worked between 2300 hours and 0700 hours, and two dollars (\$2.00) per hour will be paid to an Employee working a shift whereby the major portion of such shift (more than 3½ hours) is worked between 1500 hours and 2300 hours.

The specified shift premium shall be paid in addition to the overtime rate, for overtime worked in conjunction with a regular shift of seven and one-half (7½) hours provided at least four (4) hours of the overtime worked occurs between 1500 hours and 0700 hours.

ARTICLE 13 - WEEKEND PREMIUM

13.01 A weekend premium of two dollars and twenty-five cents (\$2.25) per hour shall be paid, in addition to shift premium, if applicable, to an employee working a shift wherein the majority of such shift falls during a sixty-four (64) hour period commencing at 1500 hours on a Friday.

ARTICLE 14 - SENIORITY

14.01 A regular Employee's "seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with Connecting Care (2000) Inc., and shall continue to accrue during periods of lay-off, as specified in Article 17 and authorized leaves of absence.

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

- i) the employment relationship is terminated by either the Employer or the regular Employee, or
- ii) eighteen (18) months has expired following lay-off, or
- iii) the Employee retires.

b) Seniority will not accrue:

- i) thirty (30) days after being laid off;

- ii) with any unpaid medical leave of absence in excess of thirty (30) days; with
- iii) any unpaid leave in excess of thirty (30) days.

14.03 An up to date seniority list and a list of Employees on lay-off shall be sent to the Union in January of each year and when any regular Employee is served notice of lay-off, and such list shall indicate each Employee's classification.

14.04 Same Seniority Dates

In the event seniority dates are the same, the Employee with the earliest dated letter of hire shall be deemed to have the most seniority. In the event that Employees with the same seniority dates also have letters of hire with the same dates, the Employee with the earliest dated application shall be deemed to have the most seniority. In the event the tied seniority cannot be resolved in this manner, the tie shall be resolved by a coin toss.

ARTICLE 15 - VEHICLE ALLOWANCE

15.01 If an Employee is required to use her personal vehicle on Employer business, or is called back to work, the Employee will be reimbursed for mileage at a rate of forty cents (\$0.40) per kilometer.

15.02 If an Employee is required to use her personal vehicle on the Employer's business, the Employer shall reimburse the Employee for the cost of the business use insurance for each year, upon submission of receipts.

15.03 When travel is completed, Employees should, in a timely fashion, submit completed "expense" claim forms to the Employer.

ARTICLE 16 - JOB POSTING, PROMOTIONS, TRANSFERS, VACANCIES

16.01 Vacant positions will be posted in the site for ten (10) calendar days. Each posting shall state the following information:

- a) Responsibilities
- b) qualifications
- c) basic rate of pay
- d) the full-time equivalent of the position, if applicable
- e) to whom applications should be submitted
- f) closing date and time (e.g.: 12:00 p.m.).

16.02 If no internal applications are received from bargaining unit Employees by the completion of the posting period, the Employer may fill the vacancy at its discretion.

- 16.03 Until the vacancy is filled, the Employer may fill the vacancy, with part-time or casual Employees pursuant to Clause 3.03 and 3.04. If a position changes from temporary to permanent, or from part-time to full-time, such positions shall be posted in accordance with Article 16.01.
- 16.04 Both parties recognize:
- a) the principal of promotion within the service of the Employer;
 - b) appointments will be based on seniority and qualifications, that is, job knowledge, experience and education.
 - c) The qualifications for the posted position or vacancy shall be consistent with the responsibilities specified in the posting including acceptable performance of the Employee's current job.
- 16.05 In making appointments, as a result of posted vacancy, preferential consideration over outside applicants shall be given to Employees who possess the required qualifications needed to fill the position. In considering internal applicants, the Employer will use the following order of consideration:
- a) regular Employees,
 - b) next, laid off Employees
 - c) next, temporary and casual Employees ordered by date of hire.
- Temporary and casual Employees hired for a regular position shall have their seniority backdated to the original date of hire.
- 16.06 The Employer, if requested by the Employee, will discuss with the unsuccessful applicant ways in which they can improve their qualifications for future postings.
- 16.07 Within seven (7) days of the appointment to a vacant position, the name of the successful candidate will be posted on the Job Opportunities Bulletin Board. The Union shall be notified regarding the name of the successful candidate.
- 16.08 Transfers/Promotions to Different Classifications Within the Bargaining Unit

Successful applicants to different classifications within the bargaining unit shall serve a trial period of three (3) months for full-time Employees and five hundred and three and three quarter (503.75) hours worked for part-time Employees. Conditional upon performance satisfactory to the Employer, such trial promotion or transfer shall become permanent. The Employer may appoint the applicant to the position prior to the completion of the trial period. During this trial period, the Employee may choose to return or the Employer may return the Employee, if she proves to be unsatisfactory in the new position, to her former position and basic rate of pay without loss of seniority.

ARTICLE 17 - LAYOFF AND RECALLS

- 17.01 Regular Employees may be laid off in accordance with the provisions of this Article.

17.02 For the purpose of this Article the following definition shall apply:

- a) "lay-off" - a separation from employment as a result of lack of work, or a reduction in hours to full-time or part-time Employees.
- b) "seniority" - the length of continuous employment at the facility.

17.03 Except in circumstances beyond the reasonable control of the Employer, the notice of layoff of the Employees shall be as follows:

- a) fourteen (14) calendar days for full-time and part-time Employees.

17.04 When Employees are to be laid off, the Employer shall layoff such Employees in reverse order of their seniority, providing those retained are qualified and able to perform the work remaining to be done.

17.05 The time spent by probationary Employees on layoff will be added to the probationary period at the time of recall.

17.06 When an Employee has been given notice of lay-off or notice of position abolishment, the Employee has the option of:

- a) accepting a vacant position for which she is qualified if available, or
- b) working as a casual Employee,
- c) bumping a less senior Employee in a position for which she is qualified.

17.07 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:

- a) when the Employee resigns or employment is properly terminated; or
- b) when the Employee does not return to work on recall within three (3) working days of the stated reporting date, or the Employee cannot be located after reasonable effort on the part of the Employer to recall the Employee; or
- c) upon the expiry of eighteen (18) months following layoff during which time the Employee has not been recalled to work.

17.08 If a permanent Employee has not been recalled within eighteen (18) months from the date of layoff, she shall be entitled to severance pay of two (2) weeks per year of service.

Severance pay will not be paid out to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was properly terminated. Severance pay will be paid 2 weeks/year of service in the event of closure, or loss of contact.

17.09 This Article does not apply to temporary Employees whose employment is terminated at the end of a specific term of employment.

17.10 Recall Procedure

Employees shall be recalled in the order of their seniority provided that the recalled Employees are qualified to perform the work. Notice of recall shall be sent by mail to the Employee's last known address. The Employee must respond in writing to the notice within fourteen (14) calendar days of receipt of such notice, of their intention to either accept or decline the offer of recall. In the event that they do not respond to the notice, they shall lose all seniority and shall have been considered to have resigned their employment.

17.11 No New Employees

No new Employees shall be hired for a position while there are Employees on layoff with seniority, who are qualified to perform the available work.

17.12 Advise Union

In the event of layoffs and recalls, the Employer agrees to advise the Union.

17.13 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 18 - PROBATIONARY PERIOD AND ORIENTATION

18.01 A newly hired Employee shall serve a probationary period of sixty-five (65) shifts or six (6) months, following the commencement of employment with the Employer.

18.02 If a probationary Employee is transferred to another job classification, they may be required to complete a new probationary period commencing on the date of transfer. In no event will the Employee's total probationary period exceed three hundred (300) hours worked. The Employee's performance shall be evaluated prior to the completion of the probationary period.

18.03 The Employee, if determined by the Employer to be unsatisfactory, may be dismissed at any time during the probationary period with notice. The Employer shall provide a reason for termination to the Employee in writing, and the Employee shall not have recourse to the grievance procedure as set out in this agreement.

18.04 The Employer shall provide a paid orientation of up to three (3) complete shifts for new Employees, and one shift for each different shift worked.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.01 Grievance Definition

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

19.02 Authorized Representatives

An Employee may have the assistance of a Union Representative at any time during the grievance procedure.

19.03 Time Limits

For the purposes of this Article, periods of time referred to shall be consecutive calendar days, exclusive of Saturdays, Sundays, and Named Holidays.

19.04 Mandatory Conditions

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

19.05 Steps in the Grievance Procedure

a) Step 1

An Employee who has a grievance shall, within twenty (20) days of the date of the incident, or reasonably should have become aware of, the incident which lead to the grievance, discuss the matter with the Manager. The Manager shall advise the Employee of her decision in writing within twenty (20) days of the Employee first making her aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following steps.

b) Step 2

If the grievance is not resolved at Step 1 above within twenty (20) days of the decision of the Manager, it shall be forwarded in writing by the Union and the Employee, stating the nature of the grievance and redress sought, to the Regional Manager or designated representative. The Regional Manager of Connecting Care (2000) Inc. shall reply in writing within (20) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

c) Step 3

If the grievance is not resolved at Step 2 above within twenty (20) days of the reply from the Regional Manager of Connecting Care (2000) Inc., the Union may decide to proceed to Arbitration.

19.06 Arbitration

- a) Either party wishing to submit a grievance to arbitration shall, within twenty (20) days of the receipt of the decision at Step 2 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- b) Within twenty (20) days of receipt of notification provided for as above, the party receiving such notice shall:
 - i) inform the other party of the name of its appointee to the Arbitration Board; or
 - ii) arrange to meet with the other party in an effort to select a single Arbitrator. Where an agreement cannot be reached on the principal and/or selection of a single Arbitrator an Arbitration Board shall be established.
- c) Where appointees to the Board have been named the parties, they shall, within twenty (20) days, endeavor to select a mutually acceptable Chairperson of the Arbitration Board. If they are unable to agree upon the choice of a Chairperson, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the Labour Relations Code.
- d) 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 if the decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority, the decision of the Chairperson shall be the decision of the Board.
- e) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend, or change the terms of this Collective Agreement.
- f) Each of the parties to this Collective Agreement shall bear the expense of its appointee to the Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

- 20.01 The Employer shall only discipline or discharge for just cause. Both parties recognize the value of progressive discipline.
- 20.02 Unsatisfactory conduct and/or performance by an Employee may be grounds for discipline up to and including dismissal. Unsatisfactory conduct and/or performance by an Employee, which is not considered by the Employer to be serious enough to warrant suspension or dismissal, may result in a written warning to the Employee.

- 20.03 A written warning shall provide the specifics of the issue(s) that gave rise to the disciplinary action, shall provide direction regarding work performance expectations and a time line for improvement, as well as indicating that further discipline or dismissal may follow any similar or other infractions. A copy of the written warning shall be placed on the Employee's personnel file. A copy of the written warning shall be forwarded to the Union.
- 20.04 The Employee will sign any written notice of discipline for the sole purpose of indicating that she is aware of the disciplinary notice.
- 20.05 A claim by an Employee that they have been unjustly disciplined or discharged will be treated as an individual grievance, commencing at Step 2 of the grievance procedure. Provided the person submits their written grievance, dated and signed within ten (10) calendar days after the date of the discipline.
- 20.06 An Employee who has been subjected to disciplinary action may, after twelve (12) months) of continuous service from the date the disciplinary measure was invoked, shall have her personnel file cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain a related record of disciplinary action during the twelve (12) month period, of which the Employee is aware. The Employer will confirm in writing to the Employee that such action has been affected.
- 20.07 An Employee shall have the right to have a Union Representative or the National Representative present when disciplinary notice is issued verbally or in writing. In the case of the National Representative this shall not unreasonably delay the process.

ARTICLE 21 - NAMED HOLIDAYS

- 21.01 a) All full-time Employees shall receive the following Named Holidays:

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

and other holidays proclaimed by the Federal, Provincial or Municipal Governments.

- b) In order to qualify for holiday pay the Employee must work his full scheduled shift immediately preceding and immediately following the holiday, except where the Employee is absent due to illness or bereavement leave or vacation.
- c) Notwithstanding the foregoing, while:
 - i) on layoff, or
 - ii) in receipt of compensation from the Worker's Compensation Board, or
 - iii) on leave of absence in excess of thirty (30) calendar days for any reason an Employee shall not be entitled to:
 - 1) a day off with pay, or
 - 2) payment in lieu thereof for the aforementioned Named Holidays.

- d) All part-time and casual Employees shall receive Named Holiday pay at the rate of 4.3% of their earnings paid at the basic rate of pay in lieu of the Named Holiday.
- 21.02
- a) When a Named Holiday falls on a day that would otherwise have been a work day, a full-time Employee receives the day off, and the Employee will receive her basic rate of pay for her regularly scheduled hours.
 - b) When a Named Holiday falls on a full time Employee's regularly scheduled day off, the Employee will receive another day off with pay at a mutually agreeable time within thirty (30) days of that holiday or failing mutual agreement will be paid her basic rate of pay for her regularly scheduled hours.
 - c) When an Employee is required to work on a Named Holiday, the Employee will be entitled to the usual wage for the hours worked plus one and one-half (1½) times their wage for all hours worked.
 - d) When a Named Holiday falls during a full-time and part-time Employee's vacation period, the holiday either may be added to the Employee's vacation period, or may be taken at a subsequent mutually agreeable date.
- 21.03 Unless an Employee requests otherwise, she shall be scheduled so as to have either Christmas or New Year's Day off each year. An Employee who works either of these days in the first year of this Agreement shall be given the other day off in the following year and so forth until this Agreement expires.

ARTICLE 22 - SICK LEAVE

- 22.01 Sick leave is an insurance provided by the Employer for the purposes of maintaining regular earnings (exclusive of overtime and other premiums) during absences due to illness or accident for which compensation is not payable under the Worker's Compensation Act, or by quarantine by the Medical Officer of Health.
- a) An Employee shall earn sick leave credits based on all hours worked. For every one hundred and sixty (160) hours worked, twelve (12) hours of sick leave credits will accrue (or for every hour worked, 0.075 hours of sick leave credits will accrue), up to a maximum credit of ninety (90) working days. Part-time employees shall earn sick leave credits on a pro-rata basis to a full-time employee. An Employee shall not be entitled to use sick leave credits prior to the completion of her probation period.
 - b) Notwithstanding the foregoing, while an Employee is
 - i) on layoff, or
 - ii) in receipt of compensation from the Worker's Compensation Board, or
 - iii) on other leaves of absence in excess of thirty (30) calendar days for any reason
 sick leave credits shall not accrue.
- 22.02 The Employee's eligibility sick benefits will be reinstated once the Employee returns to regularly scheduled full-time or part-time scheduled work for one month, unless subsequent absences are a continuation of the previous illness or injury.

22.03 Proof of Illness

Employees may be required to substantiate, in a form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefits shall not be effected until the required substantiation as been supplied.

22.04 When an Employee has accrued the maximum sick leave credit of ninety (90) working days, she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

22.05 Termination of Sick Leave

Sick leave benefits will cease on termination of employment or on retirement or on death.

22.06 Sick Leave Benefits While on Workers' Compensation

Absence for sickness or accident compensable by Workers' Compensation will not be charged against the Employee's accumulated sick leave credits.

22.07 Sick Leave on Vacation

Should an Employee, while on vacation, be hospitalized or under a doctor's care, the Employee shall be entitled to use their sick leave and have their vacation bank replenished for the equivalent number of days, upon production of a valid doctor's note.

22.08 Leave of Absence Due to Illness

Employees whose sick leave credits are exhausted shall apply for a leave of absence for medical reasons, without pay. The Employer will advise the Employee, in writing, of the disposition of such request.

22.09 Sick Leave During Pregnancy

Sick leave shall be granted for the health related portion of an Employee's pregnancy or childbirth, such leave shall only be approved following production of a medical certificate advising that there were medical reasons that prevented the Employee from doing her duties during the health related period of her absence.

22.10 Casual and Temporary Employees

Casual and Temporary Employees shall not be entitled to sick leave benefits. Should a temporary position become permanent, sick leave shall be credited from start date.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 General conditions:

- a) Requests for a leave of absence, without pay will, where possible, be made in writing to the Facility Manager/Designate nineteen (19) days in advance, except that in

extenuating circumstances the time factor may be waived or reduced. The granting of leaves of absence is subject to the approval of the Employer. Except in exceptional circumstances, the Employer will reply, in writing, to a request for leave of absence within five (5) days of receipt of the request.

- b) Except in cases of extenuating circumstances, an Employee, who exceeds their approved leave of absence for three (3) calendar days or misses three (3) consecutive days of work without notifying the Employer, shall be considered to have abandoned his/her position.
- c) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.
- d) Employees granted leave of absence for more than one (1) month may, at the discretion of the Employer, be required to use up accumulated vacation entitlement prior to returning to duty.
- e) Subject to the terms, conditions, and limitations of the applicable plans, group insurance benefits shall be provided by the Employer for the first thirty (30) days after the leave begins. Employees will become responsible for the full cost of benefits if they wish the coverage to continue.

23.02 Employee may apply for an educational leave of absence without, with partial or with full pay, and all or a portion of the tuition provided the course being taken is considered by the Employer to be a benefit to the facility. The Employer shall provide written reasons for denial of such requests. This leave must be applied for, in writing, at least one (1) month in advance of the leave and must indicate the expected date of return to full employment status. The Employee may choose to work on a casual basis during this period. The Employer shall provide a written reason for denial of such request.

23.03 The parties recognize the value of continuing in-service education for Employees. For the purpose of this article, "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, seminars or workshops offered by the Employer. The Employer agrees to pay for courses and/or training that Employees are required to attend. When an Employee attends one of the required courses or training sessions, they shall do so at the basic rate of pay, plus travel, accommodations and meal allowance when such in-service education is not provided at the work site.

23.04 The following courses shall be offered to Employees on an annual basis:

- Heimlich Maneuver (when required by the Employer)
- Fire, evacuation and disaster procedures
- Proper lifting and prevention of back injuries
- WHMIS

23.05 Leave - Union Business

1. A leave of absence with pay shall be granted by the Employer with two (2) weeks notice for up to two (2) regular Employees elected or appointed to represent the Union at Union Conventions, Workshops, Seminars or Schools. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave, plus an amount determined by the Employer to cover the cost of benefits.

Regular Employees who are elected or selected for a full-time position with the Union or anybody, with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during their term of office.

2. Representatives of the Union shall be granted a leave of absence with pay in order to participate in negotiations with the Employer.

23.06 For leaves of absence greater than one year, benefits will accrue from the date of return to employment following such leave of absence. No Employee will accumulate sick leave, or earned vacation, nor will other benefits be paid or accrue while on such leave of absences, other than those outlined below:

- a) periods of sick leave paid by the Employer
- b) leaves of absence with pay
- c) bereavement leave with pay
- d) leave with pay for jury/witness duty
- e) paid vacations
- f) for the health related portion of pregnancy leave

23.07 The Employee shall provide notice of desire to return to work. Upon return to work the Employee will be placed in the job previously held providing the Employee can perform the required work satisfactorily. If the Employee would not otherwise have retained their previous job they shall be placed on the job they can satisfactorily perform.

23.08 Bereavement Leave

An Employee shall be granted three (3) days bereavement leave without loss of regular earnings in the event of the death of the following relatives:

Mother, Father, Mother-in-Law, Father-in-Law, Husband, Wife, Son, Daughter, Step Children, Brother, Sister, Brother-in-Law, Sister-in-Law, Legal Guardian, Common Law Spouse, Same Sex Partner, Step Parent, Son-in-Law, Daughter-in-Law, Grandparents of the Employee or the Employee's Spouse, Grandchild, Fiance.

In the event of a death of another relative or close friend, the Employer may grant up to one (1) day off with pay to attend the funeral services.

23.09 The Employer shall extend Bereavement Leave up to two (2) additional days when it is necessary for an Employee to travel 300 kilometers or more.

23.10 Maternity/Parental Leave

- a) A regular Employee who has completed twelve (12) months continuous employment shall, upon her written request at least four (4) weeks in advance, be granted maternity leave to become effective twelve (12) weeks immediately preceding the expected date of delivery, or such shorter period as may be requested by the Employee, provided she commences maternity/parental leave not later than the date of delivery.

- b) Maternity/parental leave shall be without pay. For that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work the Employee is eligible for sick leave or EI SUB Plan Benefits. The total period of maternity/parental leave shall not exceed twelve (12) months unless mutually agreed between the Employer and the Employee.

A regular Employee on maternity/parental leave shall provide the Employer with four (4) weeks written notice of readiness to return to work at which time the Employer will reinstate the regular Employee in the same classification held by her immediately prior to taking maternity/parental leave and at the same basic rate of pay.

23.11 Adoption Leave

A regular Employee who has completed twelve (12) months continuous employment, shall, upon written request, be granted leave without pay for up to twelve (12) months as necessary for the purpose of adopting a child. Upon four (4) weeks written notice of intent to return to work, the regular Employee shall be re-engaged in the same classification held immediately prior to taking adoption leave and at the same rate of pay.

23.12 Court Appearance

The Employer shall grant leave of absence to a regular Employee who serves as a juror or witness in any court, provided evidence of the subpoena is submitted to the Employer. The Employer shall pay such a regular Employee the difference between the Employee's normal earnings and the payment they receive for services as a juror or court witness, excluding payment for traveling, meals or other expenses. The regular Employee will present proof of service and the amount of pay received.

23.13 Civic Obligations

The Employer will provide time off for voting as provided in current legislation.

23.14 Personal Days

Full-time and Part-time Employees shall be allowed to take up to three (3) days paid leave per year for personal reasons, from sick leave credits.

ARTICLE 24 - VACATION

24.01 Definition

Vacation leave is an earned benefit provided by the Employer. For the purposes of this Article;

- a) "Vacation" means annual vacation with pay.
- b) "Date of Employment" means the date of hire with the Employer.
- c) "Wages" means basic rate of pay multiplied by hours worked for everything except overtime, general holiday pay, vacation pay upon termination, and termination pay.

24.02 Time of Vacation

- a) During each continuous year of service, an Employee shall earn entitlement to a vacation with pay, to be taken in the next following calendar year.
- b) All vacation earned during one calendar year shall be taken in the following vacation year at a mutually agreeable time.
- c) Where the number of Employees indicating a preference for a specific period exceeds the number of Employees as determined by the Employer that can be allocated vacation during that period, the date of request will be the deciding factor.
- d) As far as possible, regular fulltime Employees shall be granted their choice of vacation periods, however, the final allotment of vacation remains within the responsibility and authority of the Employer.
- e) A request may be made in writing to the Employer to utilize vacation credits prior to the completion of the calendar year in which the credits are earned. The request shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the request.
- f) A vacation period may be divided by mutual agreement between the Employee and the Employer.
- g) An Employee who has less than one year service prior to the first day of November in any one calendar year, shall be entitled to vacation entitlement calculated on the number of months from the date of employment in proportion to which the number of months of the Employee's service bears to twelve months.
- h) An Employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed between the Employee and the Employer.

24.03 Vacation Entitlement

Full-time and Part-time Employees earn vacation entitlement as follows:

Less than one (1) year	working days as accrued
One (1) year or more	six percent (6%) of gross wages which equates to fifteen (15) scheduled working days
On the eighth (8 th) anniversary	eight percent (8%) of gross wages which equates to twenty (20) scheduled working days of employment and each year thereafter
On the fifteenth (15 th) anniversary	ten percent (10%) of gross wages which equates to twenty-five (25) scheduled working days of employment and each year thereafter
On the twentieth (20 th) anniversary	twelve percent (12%) of gross wages which equates to thirty (30) scheduled working days of employment and each year thereafter

A regular part-time Employee shall earn vacation prorated based upon hours worked relative to a full-time Employee.

Vacation with pay shall not accrue during periods while:

- on layoff; and
- in receipt of compensation from the Workers' Compensation Board; and
- on leave of absence in excess of thirty calendar days for any reason.

If the Employer and the Employee are unable to agree on a mutually satisfactory date to start the Employee's annual vacation, the Employer must give the Employee at least two weeks' written notice of the date on which the Employee's annual vacation is to start, and the Employee must take the vacation at that time. The Employer shall be responsible to find a replacement for the employee, if required by the Employer.

Vacation pay shall not be paid out, except upon request or on termination.

24.04 Compensation for Named Holidays Falling Within Vacation Scheduling

If a Named Holiday falls within an Employee's vacation period, the Employee shall be allowed:

- a) an additional vacation day with pay on a date mutually agreed between Employee and Employer, or
- b) a day with pay may be added to the Employee's vacation by mutual agreement between the Employee and the Employer, or
- c) failing mutual agreement between the Employee and the Employer, the Employer shall pay an additional day's pay.

24.05 Vacation Pay

Vacation pay shall be at the rate of pay currently in effect at the time of the vacation.

24.06 All annual vacation requests shall be received by the Facility Manager/Designate.

24.07 A vacation list shall be made available to the staff as early as is practical in the new calendar year stating vacation days entitlement available for the current vacation year.

24.08 Casual Employees

Casual Employees shall receive vacation pay in accordance with the Alberta Employment Standards Code.

ARTICLE 25 - PAY GUIDELINES

25.01 Connecting Care - Heritage House has a computerized payroll system. Paydays shall be every second Monday.

25.02 The Employer shall pay for hours worked in accordance with the hourly wages set forth in Schedule "A" attached hereto and forming part of this Agreement.

25.03 Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, and Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:

- a) in the case of a regular full-time Employee, one (1) year of service; or
- b) in the case of a regular part-time Employee and a casual Employee, Employees shall advance from their initial placement on salary scale to the next step, if applicable, as set out in the Salaries Schedule upon completion of one thousand nine hundred and fifty (1,950) hours worked, and then shall receive further Pay Step advancements, if applicable, based upon completion of one thousand eight hundred and six point seven five (1806.75) hours worked at each subsequent Pay Step in the pay range. Once the number of hours worked in any position or combination of positions at Heritage House reaches one thousand nine hundred and fifty (1,950) or one thousand eight hundred and six point seven five (1806.75) as applicable, then the employee shall advance to the next step in the salary schedule for all positions worked.

25.04 When the Employer requires the Employee to substitute in a higher classified job covered by this Agreement, the Employee shall be paid, in addition to their regular salary, an amount equal to the difference between the start rate of their position and the start rate for the new position for the period worked. There shall be no reduction in wages for working a lower classification.

ARTICLE 26 - PYRAMIDING

26.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

26.02 Where two (2) or more applicable premiums are expressed as multiples of basic rate of pay, the Employee will be paid only one such premium, that being the highest of the applicable premiums.

ARTICLE 27 - EMPLOYEE BENEFITS

27.01 Employer shall provide the group plans as outlined in Schedule "B" attached to this Collective Agreement.

27.02 The Employer will enroll:

- a) regular full time employees provided they are not covered by a spouse's group plan or an alternate employer group coverage.
- b) regular part time employees who are working a minimum of fifteen (15) hours per week averaged over one (1) complete cycle of the shift schedule provided they are not covered by a spouse's group plan or an alternate employee group coverage.
- c) The parties agree to adhere to the terms and conditions of the benefit carrier.

27.03 Voluntary RRSP

- a) The Employer shall provide a voluntary RRSP for all regular employees who are not enrolled in the Health Benefit Plan. The Employer shall pay 85% of the cost for every \$100.00 contributed (i.e. \$85.00).
- b) The parties agree to adhere to the terms and conditions of the group RRSP.

ARTICLE 28 - LABOUR MANAGEMENT/OCCUPATIONAL HEALTH & SAFETY

- 28.01 A Labour Management/Occupational Health & Safety Committee will be established at the worksite. The Union will have the right to designate up to four (4) members of the bargaining unit as members of this committee, plus a CUPE National Representative. The number of Employer representatives on the committee shall not exceed the number of representatives from the Union. Both parties may by mutual agreement increase the size of the committee and to invite guests.
- 28.02 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of this committee.
- 28.03 The committee shall meet at least quarterly at a mutually acceptable hour and date. Either party 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.
- 28.04 An Employer and Union representative shall be designated as joint Chairpersons, and shall alternate in presiding over meetings.
- 28.05 The Committee shall concern itself with any and all matters that either party wishes to raise. In addition the committee shall consider such matters as Occupational Health & Safety and may make recommendations to the Employer in that regard. The committee will function in accordance with the regulations published pursuant to the Occupational Health & Safety Act or such other safety rules and practices as mutually agreed.
- 28.06 The Union and the Employer agree to encourage Employees to cooperate fully in the observation and participation of all safety rules and procedures.

ARTICLE 29 - PERSONNEL FILES

- 29.01 By appointment an Employee may view their personnel file at Heritage House Vegreville twice a year or when the Employee has filed a grievance. An Employee may be accompanied by a Union Representative when viewing their personnel file.

An Employee shall be given a copy of the contents of their personnel file upon request, not more frequently than once in a calendar year, or when the Employee has filed a grievance.

ARTICLE 30 - COPIES OF COLLECTIVE AGREEMENT

- 30.01 Copies of the Agreement

The Employer and the Union shall share the cost of duplicating the Collective Agreement. The Employer and the Union shall mutually agree upon the cost of an appropriate printer and the Union shall be responsible for duplicating the Collective Agreement.

30.02 The Employer shall provide each new Employee with a copy of the Collective Agreement.

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

Signed this **15th** day of **January, 2009 2010**, in Vegreville, Alberta, Canada.

Signed on behalf of CUPE, Local #1461

Signed on behalf of Heritage House -Vegreville

“Signed Original on file”

“Signed Original on file”

SCHEDULE "A" - SALARY SCHEDULE

Health Care Aide's shall be paid at the same rate as the Multi-Employer agreement with HBA services.

All general support staff shall receive an 8.5% wage increase, effective April 1, 2008, a 4.5% wage increase effective April 1, 2009 and a 4.5% wage increase effective April 1, 2010.

Effective April 1, 2008

POSITION	1	2	3	4	5	6	7
KITCHEN SUPERVISOR	\$15.95	\$16.75	\$17.25				
COOK	\$15.36	\$16.13	\$16.62				
PREP COOK/ "A" SHIFT SERVER	\$14.25	\$14.96	\$15.41				
SERVER	\$13.11	\$13.76	\$14.18				
HOUSEKEEPING	\$13.11	\$13.76	\$14.18				
RECREATION	\$15.10	\$15.86	\$16.33				
ADMINISTRATIVE SUPPORT	\$14.81	\$15.55	\$16.02				
HEALTH CARE AIDE	\$15.57	\$16.39	\$16.93	\$17.43	\$18.00	\$18.40	\$18.94
HEALTH CARE AIDE – TEAM LEADER	\$16.07	\$16.87	\$17.38	\$17.90	\$18.44	\$18.99	\$19.56

*Note: Certified Health Care Aides will move to the next step on the grid.

** Educational Allowance must have completion certificate for PCA, PSA or HCA course to qualify.

SCHEDULE "A" - SALARY SCHEDULE

Effective April 1, 2009

POSITION	1	2	3	4	5	6	7
KITCHEN SUPERVISOR	\$16.67	\$17.50	\$18.03				
COOK	\$16.05	\$16.86	\$17.37				
PREP COOK/ "A" SHIFT SERVER	\$14.89	\$15.63	\$16.10				
SERVER	\$13.70	\$14.38	\$14.82				
HOUSEKEEPING	\$13.70	\$14.38	\$14.82				
RECREATION	\$15.78	\$16.57	\$17.07				
ADMINISTRATIVE SUPPORT	\$15.48	\$16.25	\$16.74				
HEALTH CARE AIDE	\$16.35	\$17.21	\$17.78	\$18.30	\$18.90	\$19.32	\$19.89
HEALTH CARE AIDE – TEAM LEADER	\$16.87	\$17.72	\$18.25	\$18.80	\$19.36	\$19.94	\$20.54

*Note: Certified Health Care Aides will move to the next step on the grid.

** Educational Allowance must have completion certificate for PCA, PSA or HCA course to qualify.

SCHEDULE "A" - SALARY SCHEDULE

Effective April 1, 2010

POSITION	1	2	3	4	5	6	7
KITCHEN SUPERVISOR	\$17.42	\$18.29	\$18.84				
COOK	\$16.77	\$17.62	\$18.15				
PREP COOK/ "A" SHIFT SERVER	\$15.56	\$16.33	\$16.83				
SERVER	\$14.32	\$15.03	\$15.49				
HOUSEKEEPING	\$14.32	\$15.03	\$15.49				
RECREATION	\$16.49	\$17.32	\$17.84				
ADMINISTRATIVE SUPPORT	\$16.18	\$16.98	\$17.49				
HEALTH CARE AIDE	\$17.09	\$17.98	\$18.58	\$19.12	\$19.75	\$20.19	\$20.79
HEALTH CARE AIDE – TEAM LEADER	\$17.63	\$18.51	\$19.07	\$19.64	\$20.23	\$20.83	\$21.46

*Note: Certified Health Care Aides will move to the next step on the grid.

SCHEDULE "B" – EMPLOYEE BENEFITS

Existing Plan	Changes
Health covered to 70%	Health covered to 80% (same plan)
Dental covered to 70%	Dental covered to 80% (same plan)
Para med to \$300.00	Para med to \$500.00 (same plan)
Orthodontics N/A	Orthodontics covered to 50% Up to \$1500.00 life time for dependants under 18
Vision N/A	Vision covered to \$200.00 / 2 years
Long Term Disability N/A	Long Term Disability 120/70
Employee pays: Life – AD&D – Dependant Life insurance portion of the plan	Employee pays: 25% of the total cost of the employee benefit plan

** Educational Allowance must have completion certificate for PCA, PSA or HCA course to qualify.

LETTER OF UNDERSTANDING #1

between

**CONNECTING CARE (2000) INC.
(hereinafter referred to as the "Employer")**

and

**The Canadian Union of Public Employees, Local 1461
(hereinafter referred to as the "Union")**

RE: NO CONTRACTING OUT

The Employer agrees not to contract out work of the bargaining unit that would result in the displacement of a full or part-time member of the bargaining unit during the term of this agreement.

This letter of understanding shall expire on March 31, 2008.

Signed this 15th day of **January**, ~~2009~~ **2010**, in Vegreville, Alberta, Canada.

Signed on behalf of CUPE Local 1461

Signed on behalf of Heritage House - Vegreville

"Signed Original on file"

"Signed Original on file"

LETTER OF UNDERSTANDING #2

between

**CONNECTING CARE (2000) INC.
(hereinafter referred to as the "Employer")**

and

**The Canadian Union of Public Employees, Local 1461
(hereinafter referred to as the "Union")**

RE: Allocation/Dispensing Drugs

The Employer accepts all responsibility for all prescription drugs and/or medicines held on the premises that are not under the immediate control of the respective prescribed patient, and shall not hold liable any Employee covered by this collective agreement for any incident occurring related to such prescription drugs and/or medicines, if such Employee is operating under MAP guidelines.

Signed this 15th day of **January, 2009 2010**, in Vegreville, Alberta.

Signed on behalf of CUPE Local 1461

Signed on behalf of Heritage House - Vegreville

"Signed Original of file"

"Signed Original on file"

LETTER OF UNDERSTANDING #3

between

**CONNECTING CARE (2000) INC.
(hereinafter referred to as the "Employer")**

and

**The Canadian Union of Public Employees, Local 1461
(hereinafter referred to as the "Union")**

RE: Recognition for Employees Previously Employed Within Facility

In recognition of the experience brought to Heritage House by employees who have worked in this facility prior to being employed with Connecting Care (2000) Inc., it is agreed between the parties that the following employees shall have their seniority credited back to October 31, 2004.

Lorelei Lloyd
Dorothy Warawa

Signed this **15th** day of **January, 2009 2010**, in Vegreville, Alberta.

Signed on behalf of CUPE Local 1461

Signed on behalf of Heritage House - Vegreville

"Signed Original on file"

"Signed Original on file"

LETTER OF UNDERSTANDING #4

between

**CONNECTING CARE (2000) INC.
(hereinafter referred to as the "Employer")**

and

**The Canadian Union of Public Employees, Local 1461
(hereinafter referred to as the "Union")**

Re: Hours of Work - Kitchen and Dining Room Staff

The Employer and the Union hereby agree that, notwithstanding the provisions of Article 10 - Hours of Work and Work Schedules, all kitchen and dining room staff shall work shifts of eight (8) hours per day, exclusive of meal breaks and overtime, amounting to forty (40) hours per week averaged over one complete cycle of the shift schedule. The bi-weekly work period shall consist of eighty (80) hours.

The Employer and the Union hereby agree, that notwithstanding the provisions of Article 10 - Hours of Work and Work Schedules, dining room staff working the evening shift may be scheduled for the following morning shift which is less than the fourteen (14) hours off between shifts and not be entitled to overtime rates of pay.

This Letter of Understanding shall expire on March 31, 2011.

Signed this **15th** day of **January, 2009 2010**, in Vegreville, Alberta.

Signed on behalf of CUPE Local 1461

Signed on behalf of Heritage House - Vegreville

"Signed Original on file"

"Signed Original on file"

LETTER OF UNDERSTANDING #5

between

**CONNECTING CARE (2000) INC.
(Hereinafter called the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1461
(Hereinafter called the "Union")**

Re: Hours of Work and Overtime

The Employer and the Union hereby agree that notwithstanding the provisions of Article 10 – Hours of Work and Work Schedules, and Article 11- Overtime, Eva Cymbaluk and Liz Guthrie who are working the night shift, shall be able to work nine (9) consecutive shifts in a row, followed by five (5) consecutive days off.

This Letter of Understanding may be terminated by either party upon thirty (30) days notice to the other party.

Signed this **15th** day of **January, 2009 2010**.

Signed on behalf of CUPE Local 1461

Signed on behalf of Heritage House - Vegreville

"Signed Original on file"

"Signed Original on file"

LETTER OF UNDERSTANDING #6

between

**CONNECTING CARE (2000) INC.
(Hereinafter called the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1461
(Hereinafter called the "Union")**

Re: Pay Stub Information

The Employer and the Union agree that during the term of this agreement, the Employer will ensure that pay stubs shall be amended to show statutory holiday pay, sick days used and accumulated, overtime hours paid or banked and hours to be worked to the next step on the salary scale.

Signed this 15th day of **January, 2009 2010**.

Signed on behalf of CUPE Local 1461

Signed on behalf of Heritage House - Vegreville

"Signed Original on file"

"Signed Original on file"

The parties hereinafter agree to the terms of this Memorandum of Agreement (the "Memorandum) as constituting full and binding settlement of all matters in dispute.

The undersigned representatives of the parties do unanimously agree to recommend and support complete acceptance of the terms of this Memorandum to their respective principals and to conduct the ratification process for the Collective Agreement in accordance with the agreed terms following the signing of this Memorandum.

The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement between the parties which expired on March 31, 2008 provided, however, that the following amendments are incorporated into the Collective Agreement.

- a. All matters previously settled and agreed to by the parties.
- b. Additional matters settled and agreed to as set out in the attached.
- c. Monetary provisions as set out in the attached.

Signed this 15th day of ~~January 2009~~ **2010**, in **Vergreville**, Alberta, Canada.

FOR THE UNION

FOR THE EMPLOYER

"Signed Original on file"

"Signed Original on file"

April 29, 2009
TM/Imac
cope #491