

COLLECTIVE AGREEMENT
BETWEEN

TABER & DISTRICT HOUSING FOUNDATION
(the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL # 2038
(the "Union")

Effective June 1, 2010 to May 31, 2013

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PREAMBLE

The parties acknowledge that the primary purpose of the Employer and the Employees is:

- a) To provide quality Service to the residents;
- b) To maintain and improve harmonious relations and to provide an amicable method to settle conditions of employment between the Employer and the Union;
- c) To recognize the mutual value of joint discussions and negotiations;
- d) To encourage efficiency in operations;
- e) To promote morale, well being and security in the workplace; and,
- f) To promote the mutual interests of the Employer and Employee.

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 June 1, 2010 up to and including May 31, 2013, and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.

ARTICLE 2: DEFINITIONS

- 2.01 "Employer" shall mean and include the Board of the Taber and District Housing Foundation. While the Board of the Taber and District Housing Foundation at all time remains the Employer, it is understood for the purposes of this Collective Agreement, that the Board may, from time to time appoint or designate others who have been charged with the responsibilities of carrying out administrative duties with respect to the operation and management of the administration of this Collective Agreement.
- 2.02 "Union" shall mean the Canadian Union of Public Employees Local 2038.
- 2.03 "Employee" shall mean a person for whom the Union has been certified as bargaining agent, in the employ of this Employer and covered by this Collective Agreement.

- 2.04 “Full-time Employee” shall mean an Employee who is regularly scheduled to work the full-time hours specified in Article 16.02 hours of Work.
- 2.05 “Part-time Employee” shall mean an Employee who is regularly scheduled to work less than the full-time hours specified in Article 16.02.
- (a) Part-time Employees, who have indicated their willingness and availability to accept additional hours, in writing in advance, shall have the first opportunity, in accordance with seniority to accept or refuse additional hours available before any hours are offered to Relief Employees provided the Part-time Employee is able to perform the work.
 - (b) Part-time Employees who work additional hours available may work up to full-time hours, but shall not create an overtime situation unless authorized by the Lodge Manager, or in her absence the CAO.
- 2.06 “Additional hours” shall be defined as hours made available due to an Employee's absence for sickness, injury, leave of absence, vacation, named Holiday or for periods of work overload.
- 2.07 “Relief Employee” shall mean an Employee who works either on a call in basis, or is scheduled to work, to:
- (a) Relieve for approved absences of up to three (3) months in duration; or
 - (b) Work in a position for up to a three (3) month period to relieve a work overload situation or for a specific job of a one-time duration.
 - (c) A Relief Employee may work either full-time or part-time hours and will be paid at the start rate for the classification he/she is hired to perform.
 - (d) The provisions of this Collective Agreement shall not apply to Relief Employees except for the follow Articles: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14.01, 14.02, 14.07, 14.08, 15, 16 (except 16.04), 17 (except 17.06), 19, 21.03, 21.06, 23.09, 30.05, 31, 32.02, 34.04 and 34.05.
- 2.08 “Temporary Employee” shall mean an Employee who is hired on a temporary basis for a full-time or part-time position:
- (a) for a specific job of more than three (3) months in duration but less than six (6) months in duration; or
 - (b) to replace a full-time or part-time Employee who is on an approved leave for the duration of the leave; and

(c) a permanent Employee who is the successful applicant for a temporary position shall revert to their former status and position upon the completion of the temporary position and shall maintain the benefit eligibility they had as a permanent Employee during the duration of the temporary position.

2.09 “Continuous Service” shall mean the period of Employment commencing on the latest date of hire that:

- (a) is not interrupted by termination, dismissal or a lay-off of a duration of more than twelve (12) months; or,
- (b) includes any unbroken period of employment by a relief Employee when one Employee becomes part-time or full-time.

2.10 “Basic Rate of Pay” shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the terms of the Collective Agreement, exclusive of all premium payments.

2.11 Wherever the singular or masculine is used in this Collective Agreement, it shall be considered as if the plural or feminine had been used where the context requires.

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 # 338-2000 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 With the exception of the Operations Coordinator, PCA Coordinator, Lodge Manager and any STEP Student, Employees 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 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 Employee.

- 4.05 Non Employees providing service without cost or on an honorarium basis shall not reduce the hours of work or pay for a member of the Bargaining Unit.
- 4.06 The Employer recognizes that the Local Union may have the assistance of a CUPE National or Regional Representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement provided such assistance does not create undue delay.

ARTICLE 5: UNION MEMBERSHIP, SECURITY & CHECKOFF

- 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 their membership in the Union during the life of this Collective Agreement except as permitted by the provisions of the Alberta Labour Relations Code.
- 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 in effect. 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.
- 5.03 Such deductions shall be accompanied by a list that shall indicate each Employee's name, address and phone number and the amount deducted from each Employee.
- 5.04 The Employer will note the individual union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.05 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) days prior to the effective date of the change.
- 5.06 A Representative of the Union shall, with the Employer's consent, which shall not be unreasonably withheld, have access to the facility to talk to Employees during breaks or meal periods or at any other time mutually agreed, between the Employer and the Union, so as not to disrupt the work of the Employees.
- 5.07 New Employees will be provided with an opportunity to meet with a Representative of the Union, following their orientation, to discuss the structure of the Local and the operation of the Collective Agreement. Such meeting will be scheduled by the Employer at the request of the new Employee and shall not exceed thirty (30) minutes.

ARTICLE 6: MANAGEMENT RIGHTS

- 6.01 The management of the Clearview Lodge and the direction of staff, including the right to direct, plan and control the Taber and District Housing Foundation operations and to

schedule working hours, and the right to hire, promote, demote, transfer, suspend, or discharge Employees for just cause, or to release Employees for lack of work, or the right to introduce new and improved methods of operation is vested exclusive with the Employer subject to the provisions of this Agreement.

- 6.02 The Employer shall exercise its rights in good faith and consistent with Article 7, No Discrimination.

ARTICLE 7: NO DISCRIMINATION

- 7.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced in respect of any Employee by reason of age, race, colour, ancestry, place of origin, or religious beliefs, gender, marital status, place of residence, source of income, family status, physical/mental disability, sexual preference, or membership or non-membership in the Union, except to the extent permitted by law as a bona fide occupational requirement.

ARTICLE 8: UNION - MANAGEMENT ADVISORY COMMITTEE (UMAC)

- 8.01 A Union-Management Advisory Committee (UMAC) shall be established within one (1) month of the signing of the Collective Agreement. The Local Union shall provide the names of up to three (3) Employees and the Employer shall provide the names of up to three (3) appointed representatives to sit on the UMAC.
- 8.02 The functions of the UMAC:
- (a) Are to examine and make recommendations regarding the concerns of Employees relative to matters regarding employment which are not covered within this Collective Agreement.
 - (b) Are to examine and make recommendations regarding Health & Safety matters as per the Employer's Occupational Health & Safety Manual.
 - (c) Are to examine and make recommendations regarding Harassment and Sexual Harassment as per the Employer's Harassment and Sexual Harassment Policy.
 - (d) As matters discussed at UMAC expressly exclude things covered by the Collective Agreement, there shall be no recourse to the grievance procedure relative to such matters.
- 8.03 The Employer will not change its existing Occupational Health & Safety, Harassment or Sexual Harassment Policy without first providing notice, and allowing input from UMAC. Copy of such notice will be forwarded to the Local Union.
- 8.04 Except by mutual agreement, such meetings will take place on a quarterly basis during each year, or the request of either party upon presentation of an agenda, during the term of the Collective Agreement.

ARTICLE 9: CHANGES IN CLASSIFICATION

- 9.01 The Employer shall supply the Union with Job Descriptions for all classifications, including newly created or revised classifications.
- 9.02 When the primary functions of a classification are substantially changed or when a classification not covered by the salary grid 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 rate of pay of the classification in question, the dispute may be submitted to grievance and arbitration.
- 9.03 In the event that the Employer changes the work being performed by an Employee to a classification with a lower basic rate of pay, such Employee while employed in such a position shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.

ARTICLE 10: BULLETIN BOARDS

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

ARTICLE 11: SHOP STEWARDS

- 11.01 The Employer agrees to the principle and use of Shop Stewards. 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 In the event there is no Shop Steward available, or in the event there is a conflict between the Employee and the Shop Steward, Union Officers will be recognized as Shop Stewards. The use of Union officers will not cause delays to the Employer carrying out any necessary action in a timely manner.
- 11.03 The Employer agrees that the Shop Steward shall not be hindered, coerced or interfered with in any way in the reasonable performance of her function while investigating disputes and presenting adjustments. The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that she will not leave her work during working hours, or fail to complete her work, except with prior permission, to perform her duties as provided in this Collective Agreement. Permission for a Shop Steward to carry out his/her duties as such shall not be unreasonably withheld.

- 11.04 Shop Stewards shall suffer no loss in pay for reasonable time spent on the Employer's premises in performing their duties as Shop Stewards. Shop Stewards shall obtain prior permission from their Supervisor or Lodge Manager before leaving their work to perform duties as a Shop Steward, including advising of the time required, and will conduct these duties in a timely manner. When the duties are conducted solely between the Shop Steward and the Employee a maximum of thirty (30) minutes will be paid.

ARTICLE 12: GRIEVANCE AND ARBITRATION PROCEDURE

12.01 Grievance Definitions

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

12.02 Authorized Representatives

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

12.03 Time Limits

For the purposes of this Article, periods of time referred to in days shall be deemed such periods of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and named holidays, which are specified in Article 22.

12.04 Mandatory Conditions

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

12.05 Steps in the Grievance Procedure

- (a) Step 1 - An Employee who has a grievance shall, within ten (10) days of the date they become aware of, or reasonably should have become aware of, the occurrence which lead to the grievance, discuss the matter with the manager and attempt to

resolve the grievance at this stage. The Lodge Manager shall advise the Employee of her decision within ten (10) 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 ten (10) days of the decision of the Lodge Manager, it shall be forwarded, in writing, by the Union and the Employee, stating the nature of the grievance and the redress sought, to the CAO or designated representative who shall reply in writing within ten (10) 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 ten (10) days of the reply from the CAO or designated representative, the Union and the Employee shall submit the grievance in writing to the Board of Taber & District Housing Foundation. The Board shall hold a hearing within fifteen (15) days of receipt of the grievance. The Board shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to arbitration.

12.06 Policy Grievance

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 thirty (30) days of the date the Union became aware of, or reasonable should have become aware of, the occurrence. A policy grievance may be submitted at Step 2.

12.07 Replies in Writing

Replies to grievances shall be in writing at all stages.

12.08 Facilities for Grievances

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

12.09 Arbitration

- (a) Either party wishing to submit a grievance to arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its intention to do so and name its appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.
- (b) Within ten (10) 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 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 by the parties, they shall within ten (10) days endeavour to select a mutually acceptable Chairman of the Arbitration Board. If they are unable to agree upon the choice of a Chairman, 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 by it. 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 Chairman or single arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 13: PROBATION PERIOD

- 13.01 New Employees shall serve one (1) probation period five hundred and twenty (520) hours worked, which is equivalent to three (3) months for full-time Employees. No Employee will be required to serve a probationary period of greater than six (6) months in duration.
- 13.02 New Employees will be required to consent to a criminal record check and, notwithstanding Articles 13.01 and 13.04, will remain on probation until the criminal record check has been completed to the satisfaction of the Employer.
- 13.03 The Employer has the right to terminate the employment of a probationary Employee at any time for any reason during the probationary period without notice or payment in lieu of notice. Such termination may be subject to the grievance procedure. However, the decision of the Employer's Board will be final and binding upon the Union and the Employee. There will be no recourse to Arbitration unless the Employer's decision to terminate was made in bad faith or was discriminatory.
- 13.04 In the Event the Employer intends to extend an Employee's probation period, the Employer will complete a performance evaluation prior to the end of the probation period in accordance with Article 13.01 and notify the Union and the Employee of the reasons for

the extension. The Probationary period may be extended up to an additional two (2) months. If an Employee is terminated during such an extension of the probationary period according to Article 13.03, the Employee will be entitled to one-week notice or payment lieu of the notice.

- 13.05 If a probationary Employee is transferred to another classification, she will be required to complete the balance of the probation period in the new classification.

ARTICLE 14: SALARIES

- 14.01 The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Appendix which is attached to and forms a part of this Collective Agreement, and shall be effective from and after the dates specified.
- 14.02 Employees shall commence Employment at the specified start rate for the classification the Employee is hired to working in and shall advance through the steps upon the completion of the requisite number of hours worked.
- 14.03 When an Employee applies and is accepted into a new position/classification, the Employee will start in the new position/classification at Step 2 unless the Employee is still serving the initial Probationary Period as per Article 13.01.
- 14.04 When the Employee is assigned to Step 2 as contemplated by Article 14.03, the Employee will be required to work 1559 hours in the new position prior to being moved to Step 3.
- 14.05 An Employee that is required to assume the temporary responsibilities in a position/classification with a higher rate of pay, the Employee shall receive the rate of pay for the higher paid position/classification for the duration of their temporary appointment.
- 14.06 An Employee who is required to assume additional responsibilities, such as supervisory duties, shall be paid seventy-five cents (\$.75) per hour in addition to the higher paid position/classification for the first ten (10) working shifts.
- 14.07 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.
- 14.08 Where two (2) or more applicable premiums are expressed as multiples of the basic rate of pay, the Employee will be paid only one (1) such premium, that being the highest of the applicable premiums.

ARTICLE 15: PAY DAYS

- 15.01 Employees shall be paid by direct deposit on the last Wednesday of each month, or if the last Wednesday of the month falls on a non banking day the Employee will be paid on the last banking day prior to the last Wednesday of the month. Employees shall have the option of being paid an advance on the 16th of each month (or next business day), in the

amount of five hundred (\$500.00) dollars for Permanent Full Time and three hundred (\$300.00) dollars for Permanent Part Time.

ARTICLE 16: HOURS OF WORK

- 16.01 It is understood and agreed that the work schedule shall provide for a continuous operation twenty-four (24) hours per day, seven (7) days of the week, and maximizing the efficient use of available staff resources.
- 16.02 Regular hours of work, for full-time Employees exclusive of meal periods, shall be:
- (a) Eight (8) hours per day; and
 - (b) Forty (40) hours per week averaged over a fourteen (14) day period.
- 16.03 Regular hours of work shall:
- (a) include, as scheduled by the Employer:
 - i) two (2) rest periods of fifteen (15) minutes each during each shift of more than six (6) hours;
 - ii) one (1) rest period of fifteen (15) minutes for shifts of more than three (3) hours of work and up to six (6) hours;
 - iii) rest periods shall be deemed to commence when an Employee ceases to actively perform duties and shall not, in any circumstances, exceed fifteen (15) minutes, and will not be scheduled in conjunction with the start time, the end of shift or with meal breaks;
 - iv) Employees will not leave the premises during a rest period without the prior approval of the Employer.
 - (b) Exclude a meal period of thirty (30) minutes, to be at approximately the mid-point of the shift, during each working day in which the Employee works in excess of five (5) hours.
 - (c) If an Employee is required to work during their meal period, the Employee shall be compensated for such time at their regular rate of pay, except where Article 17.01 applies.
- 16.04 The Employer will post the shift schedule at least one (1) week prior to the end of each month except where emergency or special circumstances prevent it.
- (a) The Employer will provide the Employees a minimum of twenty-four (24) hours' notice of a change to the shift schedule and a minimum of twelve (12) hours of rest

between shifts, except where emergency or special circumstances prevent such notice.

- (b) Where the Employer fails to provide the notice as outlined in 16.04 and/or 16.04(a), the Employee shall be paid at a rate of one and one half (1 1/2 x) times their basic rate of pay for all hours worked during the first (1st) shift of the changed schedule.
- (c) In no event will an Employee be scheduled for less than three (3) hours in any shift.
- (d) Where an Employee requests a change to the shift schedule which does not conform with the requirements of Article 16.04(a), 16.04(b) does not apply.

16.05 Shift exchange

- (a) Employees are not permitted to exchange shifts among themselves, unless:
 - i) The exchange is agreed to in writing between the affected Employees; and,
 - ii) prior written approval of such exchange has been granted by the Employer.
- (b) Such exchange shall be recorded on the shift schedule by their Supervisor or Lodge Manager or in the Lodge Manager's absence, the CAO.
- (c) Such exchange shall not be deemed to be a violation of the provisions of this Collective Agreement and the provisions of Article 16.04 shall be deemed to be waived.
- (d) Exchanges shall not be subject to any overtime premium pay.

16.06 All Employees are expected to report for duty promptly, such that they are fully prepared to begin work at the designated shift start time.

16.07 Any Employee who is unable to report for duty at the designated time is expected to advise the Lodge Manager, or their supervisor, at the earliest possible time, but, in no event, less than three (3) hours prior to the start of the shift, except in an emergency or sudden change of circumstances.

16.08 Any Employee who is absent from scheduled duties for three (3) consecutive days, without prior approval, shall be considered to have abandoned the position, and will be deemed to have resigned, unless it can be later shown to the Employer that emergency or special circumstances prevented adequate or timely notification of the Lodge Manager.

ARTICLE 17: OVERTIME

- 17.01 Overtime is all time preauthorized by the Operators Coordinator, PCA Coordinator or Lodge Manager, or in her absence CAO, and worked by an Employee in excess of eight (8) hours per day or forty (40) hours per week, averaged over a fourteen (14) day period, whichever is greater.
- (a) Notwithstanding 17.01, in emergency situations when the replacement worker has not shown up for scheduled duty, an employee may be permitted to remain on their shift at the overtime rate, after having made attempts to contact the Lodge Manager, the Operations Coordinator, PCA Coordinator or the CAO at both their home and cell phone numbers, until a designated replacement has shown up for duty or other instructions have been received from the Lodge Manager, the Operations Coordinator, PCA Coordinator or CAO.
- 17.02 Overtime shall be paid at:
- (a) one and one half (1 1/2 x) times the Employee's basic rate of pay, or;
- (b) time off in lieu, hour for hour to be taken at a time mutually agreed between the Employer and the Employee.
- (c) no Employee shall be forced to take time off in lieu of overtime, except when provided for in Article 27.01(d).
- 17.03 Time off in lieu may be banked to a maximum of forty (40) hours. Upon reaching the forty (40) hour bank an Employee will not be allowed to bank any further time, until the bank is reduced by taking time off.
- 17.04 All banked overtime shall be used by December 31 of each year or the Employer will pay out the balance of the overtime bank on the last pay period of the year.
- 17.05 Employees shall not be required to layoff during their scheduled shifts to equalize any overtime worked previously.
- 17.06 Overtime shall be shared as equally as possible among all full-time Employees who perform the work.

ARTICLE 18: CALL-BACK

- 18.01 Call-back occurs when an Employee is called back to the work site and is required to work after the completion of their regular shift on that day for each call-back.
- 18.02 Where an Employee is called back to work they shall be paid for each call-back:
- (a) at their basic rate of pay for all hours worked or two (2) hours at one and one-half times (1 1/2X) their basic rate of pay, whichever is greater.

- (b) Notwithstanding Article 18.02(a), Employees shall be paid at the overtime rate as per Article 17.02, for each hour worked during the call-back period where the total hours worked in that day exceed eight (8) hours.

ARTICLE 19: SHIFT & WEEKEND PREMIUMS

- 19.01 A shift premium of one dollar and twenty five cents (\$1.25) per hour will be paid to an Employee working a shift whereby the majority of the hours are worked between 2200 hours and 0700 hours.
- 19.02 A weekend premium of one dollar (\$1.00) per hour will be paid to an Employee working a shift whereby the major portion of such shift is worked:
- (a) between 0700 hours and 2200 hours on Saturday; and,
 - (b) between 0700 hours and 2200 hours on Sunday.
- 19.03 The Shift and Weekend Premiums shall not be included in the calculation of overtime, nor shall Employees be denied entitlement to these premiums when in receipt of overtime rates.

ARTICLE 20: TRANSPORTATION AND MEAL ALLOWANCE

- 20.01 (a) An Employee who is requested, by the Lodge Manager or in her absence the CAO, to use their own vehicle for work purposes shall be reimbursed for reasonable, necessary and substantiated transportation expenses, reimbursement shall be based upon current Employer policy, but in no case less than thirty cents (\$.30) per kilometre.
- (b) The Employer agrees to provide a meal as per the Staff Meal Program Policy P-9 originally approved January 27, 2005.

ARTICLE 21: ANNUAL VACATION

- 21.01 Vacation entitlement for full-time Employees shall be earned during each year of continuous service from the Employee's date of hire.
- 21.02 Full-time Employees shall earn vacation time with pay as follows:
- (a) 0 to 3 years 2 weeks;
 - (b) 4 to 7 years 3 weeks;
 - (c) 8 to 14 years 4 weeks;
 - (d) 15 plus years 5 weeks.
- 21.03 Part-time and Relief Employees shall earn vacation pay, payable at the end of each pay period, on the following basis:

- (a) 0 to 3 years 4% of regular earnings;
 - (b) 4 to 7 years 6% of regular earnings;
 - (c) 8 to 14 years 8% of regular earnings;
 - (d) 15 plus years 10% of regular earnings.
- 21.04 All Employees will have a standard anniversary date of January 1 for the purpose of determining vacation entitlement. Employees' vacation entitlement will be determined on a pro rata basis for the portion of the year remaining immediately following the date of hire.
- 21.05 In addition to vacation pay as per Article 21.03, part-time Employees shall be entitled to vacation time without pay on a pro-rated basis of vacation time earned by full-time Employees in accordance with Article 21.02.
- 21.06 Vacation pay will be paid to relief Employees as it is earned.
- 21.07 Vacation entitlement shall be taken in the year it is earned with the exception of Employees who are serving probation in accordance with Article 13 who cannot take vacation until they have successfully completed probation.
- 21.08 Vacation with pay shall not accrue during periods while an Employee is:
- (a) on lay off;
 - (b) on unpaid absence while in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan;
 - (c) in receipt of compensation from Workers' Compensation Board; or
 - (d) on leave of absence in excess of thirty (30) calendar days for any reason.
- 21.09 Upon termination, Employees shall receive vacation pay based upon the vacation entitlement earned up to the date of termination.
- 21.10 Where a Statutory Holiday falls during a full-time Employee's vacation, she shall receive an additional day with pay added to her vacation.
- 21.11 All Employees must receive final approval from the Lodge Manager with respect to when the Employee's annual vacation is to be taken.
- (a) All vacation time requests involving more than two (2) days off must be submitted to the Lodge for approval a minimum by March 15th at the latest and will be approved based on seniority;
 - (b) In the event an Employee wishes to take holidays before March 15th, a vacation request is to be made by December 1st of the preceding year;

- (c) Any vacation requests requests made after March 15th will be reviewed on a first-come, first-served basis, though requests made before March 15th take precedence;
 - (e) Vacation requests made in compliance with Article 21.12 (a) and (b) will not be unreasonably denied and will be granted where operationally feasible.
- 21.12 Employees will not be permitted to carry vacation entitlement into the year following the year when it is to be taken in accordance with Article 21.08 except:
- (a) Where an Employee has applied in writing and received written consent from the Lodge Manager; or,
 - (b) Where an Employee has failed to take their vacation entitlement by December 31 of the year the Employee is entitled to take the vacation, the Employer reserves the right to schedule the vacation for the Employee unless a time is mutually agreed between the Employer and the Employee; or
 - (c) Where an Employee has not completed one full year of service employment.

ARTICLE 22: NAMED HOLIDAYS

22.01 The following days shall be recognized as Statutory Holidays by the Employer for the purpose of this Article:

New Years Day	Canada Day	Boxing Day
Alberta Family Day	Thanksgiving Day	
Good Friday	Remembrance Day	
Victoria Day	Christmas Day	
Heritage Day	Labour Day	

and will include any other such days in order to comply with the laws of Canada and Alberta.

22.02 To qualify for statutory holiday pay, the Employee must:

- (a) have worked for the Employer no less than twenty-two (22) shifts in the twelve (12) month period preceding any statutory holiday;
- (b) have worked their scheduled shift immediately preceding and immediately following the statutory holiday except where the Employee is absent due to illness or an approved leave of absence of not greater than five (5) working days; and
- (c) worked on the holiday when the Employee is scheduled or required to do so.

22.03 Notwithstanding Article 22.02, while:

- (a) on layoff; or
- (b) in receipt of compensation from the Workers' Compensation Board; or
- (c) an unpaid absence during which she is in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; or
- (d) on other leaves of absence in excess of thirty (30) calendar days for any reason.
- (e) an Employee absent from work in accordance with Articles 22.03 a) - d) shall not be entitled to:
 - i) a day off with pay; or
 - ii) payment in lieu thereof;

for the aforementioned Statutory Holidays.

22.04 Not Working on a Paid Holiday

- (a) For full-time Employees, where the Statutory Holiday falls on an Employee's regularly scheduled day of work and, subject to Article 22.02, the Employee does not work, the Employee shall receive the day off with pay. Their pay shall be based on their basic rate of pay for the full-time hours as per Article 16.
- (b) For part-time Employees, where the Statutory Holiday falls on an Employee's regularly scheduled day of work and, subject to Article 22.02, the Employee does not work, the Employee shall receive the day off with pay. Their pay shall be equal to their regular wages earned during the nine (9) weeks preceding the week in which the Statutory Holiday occurs, divided by the number of days worked in that period.

22.05 If the Statutory Holiday occurs on a day that is not the Employee's regularly scheduled day of work and the Employee is required to work, they shall be paid one and one half (1 1/2 X) their basic rate of pay for each hour worked.

22.06 If the Statutory Holiday occurs on an Employee's regularly scheduled day of work, and the Employee is required to work, they shall receive:

- (a) at one and one half times (1 1/2 X) their basic rate of pay for all hours worked

(b) for Full-time Employees:

- i) a day off with pay to be taken at a time mutually agreed between the Employer and the Employee, paid at their basic rate of pay for full-time hours as per Article 16. The Employee may bank up to four (4) days off and for all days in excess of four (4) the Employee shall receive one (1) day's pay.

(c) for Part-time Employees:

- i) a day off with pay to be taken at a time mutually agreed between the Employer and Employee, paid at a rate equal to their regular wages earned during the nine (9) weeks preceding the week in which the Statutory Holiday occurs, divided by the number of days worked in that period. The Employee may bank up to four (4) days off and for all days in excess of four (4) the Employee shall receive one (1) day's pay.

22.07 If a Statutory Holiday occurs on Full Time or Part Time Employee's regular day off, she/he shall receive another regular workday off with pay at a time mutually agreeable between the Employer and the Employee. If no mutually agreeable time is chosen within four (4) months the Employee shall be paid a regular days pay.

22.08 If a Statutory Holiday falls during a full-time or part-time Employee's vacation, she shall receive an additional day with pay determined in accordance with Article 22.04.

22.09 Relief Employees shall be paid one and one half (1 1/2X) their basic rate of pay for all hours worked on a Statutory Holiday.

ARTICLE 23: SICK LEAVE

23.01 Sick leave is provided by the Employer, for the purpose of maintaining the basic rate of pay for regularly scheduled shifts of Employees during absences due to illness, quarantine and accidents for which compensation is not payable under the Workers' Compensation Act.

23.02 Only Full-time and Part-time Employees will be entitled to sick leave.

23.03 The accrual and use of sick leave credits will be administered in accordance with the following:

- (a) Full-time Employees shall accumulate sick leave at the rate of one and one-half (1½) days per month of full-time employment, to a maximum credit of ninety (90) days.
- (b) Part-Time Employees

Sick leave credits for a part-time Employee shall be earned and computed at the rate of eight (8) hours for each period of one hundred and sixty eight (168) hours paid by the Employer worked up to a maximum credit of seven hundred and twenty (720) hours. No credit is granted for fractions of one hundred and sixty eight (168) hours worked.

- (c) Sick leave credits will be accumulated in accordance with Article 23.03(a) and (b), provided however, that an Employee shall not be entitled to use sick leave credits prior to completion of their probationary period as per Article 13.
 - (d) Sick leave credits shall not accrue during a period of absence in excess of one (1) month in the case of:
 - i) illness;
 - ii) injury;
 - iii) lay-off;
 - iv) leave of absence; or
 - v) periods while in receipt of compensation from the Workers' Compensation Board.
 - (e) When an Employee has accrued the maximum sick leave credits in accordance with Article 23.03(a) and (b), the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall commence accumulating sick leave credits up to the maximum once more.
 - (f) If an Employee requires time off for the purpose of attending dental, physiotherapy, optical or medical appointments, provided the Employee has been given prior authorization by the Employer to do so, such absence shall be charged against the Employee's accumulated sick leave credits. Employees may be required to submit satisfactory proof of such appointments.
 - (g) For the purpose of computing sick leave credit accumulation, days on which the Employee is on vacation shall be counted as working days.
- 23.04 Subject to Articles 23.01 and 23.02, an Employee granted sick leave shall be paid at their basic rate of pay for regularly scheduled shifts absent due to illness. One (1) day shall be deducted from their accumulated sick leave credits for every day, or part thereof, claimed as sick leave, up to the total amount of accumulated credits available at the time the sick leave commenced. In the case of medical appointments as per Article 23.03(f), one half (1/2) day shall be deducted from an Employee's accumulated sick leave credits for every half (1/2) day, or part thereof, claimed as sick leave to attend such appointments up to the total amount of accumulated credits available at the time.
- 23.05 Employees reporting sick shall call their work place as soon as possible, and in no case less than the requirements of Article 16.07. When Employees are aware that they will be absent from work for more than three (3) days, they shall advise the Employer in writing.

- 23.06 Employees are required to submit medical proof of illness for any claim for sick leave in excess of three (3) days. Where the Employer has identified a sick leave usage issue with a particular Employee, the Employer will provide the Employee with prior written notice of the necessity for the Employee to submit medical proof of illness for any claim for sick leave regardless of the duration.
- 23.07 Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury which is incurred during the period of a scheduled vacation once vacation leave has commenced. In the event that illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period, and the Employee has substantiated their claim for sick leave, income continuance thereafter will be in accordance with Article 23.03.
- 23.08 An Employee that is on Long Term Disability or has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on a leave of absence without pay for the duration of the illness. The Employee on such leave will have the option to continue on the Foundation's benefit plan. The plan(s) must continue intact. The Employee will be solely responsible for paying the health premium costs while the Employee is on Long Term Disability. The premiums are due on the first day of each month and if not paid within 30 days, the Employee will be terminated from the health plan(s). The Employee is required to provide the Employer with documentation from their physician, describing the Employee's ability to return to work. Such documentation shall be provided to the Employer on a monthly basis. Where the Employee has previously provided documentation stating they will be unable to return to work for a period in excess of one (1) month, they shall only be required to provide documentation upon the expiration of any such period. The Employee shall also provide the Employer with no less than fourteen (14) days written notice of their readiness to return to work. Article 16.04 will not apply to changes to the shift schedule which become necessary to return such an Employee to work.
- 23.09 Upon termination or resignation, all sick leave credits will be cancelled and no payment for such credits made to the Employee by the Employer.
- 23.10 An Employee who is on sick leave is not permitted to be gainfully employed during the period, or to use the approved time off for personal financial gain of any sort.
- 23.11 An Employee found to be abusing sick leave, or using it for personal gain, may be terminated for just cause.
- 23.12 The Employer may require that an Employee be examined by an independent medical practitioner where:
- (a) There is prolonged frequent absence from work due to illness;
 - (b) There is apparent misuse of sick leave; or
 - (c) There is concern about the Employee's ability to satisfactorily perform the required duties, due to disability or illness.

- 23.13 Any medical documentation that is required by the employer will be at the cost of the employer.

Personal Days

- 23.14 Employees, upon prior request to the employer, may be granted up to 2 personal days per calendar year with pay for reasons other than doctor's appointments. Permission for such days is subject to operational requirements and will not be unreasonably withheld by the Employer. These days are not subject to be carried over from year to year, and shall be at the employee's regular rate of pay.

ARTICLE 24: WORKERS' COMPENSATION

- 24.01 An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the Workers' Compensation Act, shall receive compensation benefits directly from the Workers' Compensation Board for periods of disability extending past the date that the accident occurred.
- 24.02 If an Employee is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer, and is not disabled for longer than the day of the accident, the Employee shall receive their basic rate of pay for the remainder of their shift.
- 24.03 An Employee receiving compensation benefits pursuant to Article 24.01 shall be deemed to be on Workers' Compensation leave and shall:
- (a) remain in the continuous service of the Employer;
 - (b) cease to earn sick leave and vacation credits;
 - (c) not be entitled to statutory holidays with pay falling within the period of Workers' Compensation leave; and
 - (d) shall be required to pay their share of benefit premiums to the Employer on a monthly basis in order to continue their coverage of such benefits.
- 24.04 An Employee on Workers' Compensation leave and who is certified by the Workers' Compensation Board to be fit to return to work and who is:
- (a) Capable of performing the duties of their former position, shall provide the Employer with fourteen (14) days written notice of readiness to return to work. Such notice shall not be required in the case of short term absence on Workers' Compensation leave where the expected duration of the leave at the time of onset was less than fourteen (14) calendar days. The Employer shall then reinstate the Employee to the same position they held immediately prior to their disability or at the least a similar position of the same rate of pay.

- 24.05 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of this Collective Agreement.
- 24.06 Employees will be eligible to apply for the payment of accumulated sick leave credits in accordance with Article 24 during the period while they are awaiting WCB approval of their claim. Accumulated sick leave credits will be payable if the Employee meets the eligibility requirements for sick leave. When the WCB claim is approved, the Employee will repay monies delegated by WCB to the days sick leave was used. The Employer will reinstate the sick leave credits to the appropriate level.
- 24.07 At the expiration of 24 continuous months from the first day of absence as a result of disability, where an Employee is not capable of resuming work, the employment relationship shall be terminated.

ARTICLE 25: HEALTH BENEFITS

- 25.01 Employees who have completed their probationary period in accordance with Article 13 shall be entitled to the benefits outlined in Article 25.02 which shall be compulsory for all such eligible Employees unless they provide proof of similar or superior coverage elsewhere.
- 25.02 The Employer shall provide for the benefit plan outlined below, as delivered by AUMA as of the date the Employer and the Union exchange notice of ratification of the terms of this Collective Agreement. The Employer shall pay eighty percent (80%) of the current premium cost for the benefits listed below.
- Alberta Health Care
Group Life
Extended Health Care
Dental
Accidental Death and Dismemberment
Employee Assistance Program
Vision Coverage at flat benefit of four hundred and fifty (\$450.00) dollars every two years
- Employees will pay one hundred percent (100%) of the premium cost for Long Term Disability.
- 25.03 Part-time Employees may participate in the benefit plan providing that the part-time Employee pay the full cost of the benefit premiums.
- 25.04 The Employer retains the right to change benefit carriers for the above benefits provided that comparable benefits are maintained.
- 25.05 Employee eligibility for benefit claims made under the above plans will be determined by the benefit carrier and is not subject to arbitration pursuant to this Collective Agreement.

- 25.06 The Employer will establish a "UI SUB Plan" to supplement an eligible Employee's Unemployment 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.
- 25.07 The Union shall be notified of any changes to Health Benefit contracts, Policies, or any other agreements with the insurance underwriter

ARTICLE 26: REGISTERD RETIREMENT SAVING PLAN (RRSP)

- 26.01 A volunteer RRSP will be provided to all employees effective January 1, 2008 with the Employer and Employee contributing equally at the following rate:
- (a) 2% commencing after the first year of employment,
 - (b) 3% after three (3) years of employment,
 - (c) 4% after five (5) years of employment.
- 26.02 Existing Employees who have already completed one (1) year's service on January 1, 2008 shall start at 2%.
- 26.03 The employee is at liberty to contribute an amount in excess of that referenced in Article 26.01 if they choose to do so.

ARTICLE 27: LEAVE OF ABSENCE

- 27.01 A leave of absence is any leave other than those outlined elsewhere in this Collective Agreement and may be granted:
- (a) Where the request for a leave is submitted to the CAO in writing and includes information regarding the purpose of the leave, the duration of the leave and the expected date of return to work;
 - (b) For reasons acceptable to the Employer;
 - (c) On a without pay or benefits basis;
 - (d) When the Employee has exhausted all banked time, banked overtime, banked sick time, banked statutory time and banked vacation time;
 - (e) Notwithstanding Article 27.01, subject to eligibility according to the benefit carrier, Employees may choose to continue their benefits by pre-paying one hundred percent (100%) of the premium cost to the Employer at the commencement of the leave. The failure to do so will result in benefit coverage being discontinued. Pre-payment may be provided by way of post-dated cheques.
- 27.02 Notice of the intention to return to work must be given to the Employer at least fourteen (14) days prior to the date of return specified in accordance with Article 27.01 if the date

of return is earlier than that specified in Article 27.01. In the case of an Employee request to return to work on a date earlier than that specified in Article 27.01, allowing an earlier return as requested will be at the discretion of the Employer and the Employer may demand that the Employee not return until the date specified under 27.01. Failure to return from a leave of absence on the date specified either in accordance with Article 27.01 or Article 27.02, will automatically terminate employment.

- 27.03 During the course of the leave of absence all entitlements accumulated at the time of departing on leave will be suspended and remain intact. The Employee will not, however, accrue any further entitlement during the period of the leave.
- 27.04 The Employer will grant a leave of absence without loss of regular earnings, provided that the Employee remits to the Employer any witness fees or jury stipend (excluding allowances and/or expenses) set by the Court or other body, to an Employee:
- (a) Who is called for Jury Duty for the purpose of serving on a Jury; and
 - (b) Who is required to appear at Court proceedings related to the Employer as a witness or in another capacity.
- 27.05 The Employer shall grant a leave of absence without pay to an Employee who wishes to become a candidate for Public Office for the period leading up to the election, on the condition that if a conflict of interest is created by the Employee being elected, the Employee shall resign.
- 27.06 Representatives of the Union shall be granted time off without loss of Seniority, and without loss of pay in order to carry out their duties as Union Officials and Shop Stewards, to participate in grievance hearings, arbitration and meetings with the Employer. Representatives of the Union shall be granted time off without loss of seniority or benefit entitlements to attend collective agreement negotiations.
- 27.07 Leave For Union Business
- (a) Provided the efficiency of the Lodge shall not in any case be disrupted, in the opinion of the Employer, Leave of Absence without pay and without loss of seniority shall be granted by the Employer to the Employees elected or appointed to represent the Union at Union Convention, workshops, seminars, or schools. Leave under this Article will not be unreasonably denied.

ARTICLE 28: BEREAVEMENT LEAVE

- 28.01 Bereavement leave will be granted to full-time and part-time Employees who have completed their probationary period in accordance with Article 13. For the purpose of this Article, the following definitions shall apply:

(a) "Immediate Family" shall mean:

spouse	children	step-children
parents	step-parents	brothers
sisters	mother-in-law	father-in-law
sister-in-law	brother-in-law	son-in-law
daughter-in-law	grandparents (both sides)	
step-grandparents	grandchildren	fiancée

The above relationships are deemed to include the common-law relationships of the Employee.

(b) "Extended Family" shall mean:

aunts	uncles	nieces
nephews	cousins (once and twice removed)	

The above relationships are deemed to include the common-law relationships of the Employee.

- 28.02 An Employee shall be granted bereavement leave without loss of regular earnings for four (4) consecutive days, provided such leave commences within seven (7) consecutive days immediately following the death of any immediate family member.
- 28.03 In the event of the death of an immediate family member, bereavement leave shall be extended by up to two (2) days without loss of regular earnings if travel in excess of six hundred (600) kilometers from the Employee's residence is necessary to attend the funeral.
- 28.04 In the event of the death of an extended family member, an Employee shall be granted Bereavement Leave without loss of regular earnings for up to one (1) day provided such leave commences within seven (7) consecutive days immediately following the death of the extended family member.
- 28.05 Notwithstanding Article 21.12 an Employee may request to use available vacation entitlement in addition to the leave specified in this Article. Such requests will not be unreasonably denied.

ARTICLE 29: MATERNITY/ADOPTION LEAVE

- 29.01 Maternity and adoption leave benefits shall be granted in accordance with the Employment Standards Code of Alberta as amended from time to time. Except that Employees shall be eligible upon completion of nine (9) months of employment.
- 29.02 While an Employee is on maternity leave, no vacation time will accrue, nor will the Employee be eligible for Statutory Holiday pay or credit.

- 29.03 An Employee must give the Lodge Manager at least two (2) weeks written notice of the date on which she wishes to resume employment, or resign.
- 29.04 An Employee, who wishes to return to work sooner than six (6) weeks following the actual delivery or pregnancy termination date, may be permitted to do so by the Lodge Manager after providing a written signed medical certificate from her physician, indicating that she is capable of performing the work and that resumption of work will not jeopardize her health.
- 29.05 If an Employee on maternity leave is unable to resume employment at the expiration of the approved period because of a medical condition of the Employee or the child arising after the delivery date, the Lodge Manager may grant the Employee a further period of maternity leave, such period not to exceed three (3) weeks in duration. Under these circumstances, the Employee must provide the Lodge Manager with a written signed medical certificate from her Physician, indicating her inability to resume employment
- 29.06 If upon expiration of the extended maternity leave an Employee is still unable to resume employment on the next scheduled shift following expiration of the leave, the Employee will be deemed to have abandoned her position.
- 29.07 If an Employee resumes employment following maternity leave, her employment anniversary date remains unchanged.
- 29.08 Upon the Employee's resumption of employment, the Lodge Manager will reinstate the Employee in the position occupied at leave commencement, or engage the Employee in alternate work of a comparable nature, with no less than the same salary, entitlements and other benefits as were accrued to the Employee when maternity leave commenced.
- 29.09 Employees on Maternity/Parental Leave may choose to continue their benefits by pre-paying one hundred percent (100%) of the premium cost to the Employer. The Employee must notify the Employer of their election at the time of commencement of leave. The failure to do so will result in benefit coverage being discontinued. After election has been declared, the Employer agrees to pay their portion of the benefits as per Article 25.02 for the first month of such leave and one month prior to the Employees return to work. Pre-payment must be provided by way of post-dated cheques for the full length of the Maternity/Paternity/Adoption Leave.

ARTICLE 30: JOB POSTING, TRANSFERS AND PROMOTIONS

- 30.01 When a vacancy occurs or a new position is created in any classification, the Employer shall post notice of the vacancy for at least seven (7) days before filling the position. Applicants can be from inside or outside the bargaining unit. Such positions shall be filled by the applicant who, in the opinion of the Employer, best meets all of the requirements of the job as described in the notice of vacancy in accordance with Article 30.02(a) – 30.02(g).

- (a) In making selections to fill posted vacancies or a new position first consideration shall be given to Employees in the bargaining unit.
- (b) If in the opinion of the Employer two or more internal applicants equally meet the requirements of the job as described in Article 30.02, preference will be given to the most senior applicant from within the bargaining unit.
- (c) Out side applicants will only be hired if no internal applicant meets the necessary qualifications and satisfactory performance requirements of not having unsatisfactory performance records on the Employees personnel file.
- (d) For the purpose of Article 30.01 the "opinion of the employer" must be reached in good faith and consistent with Article 7 No Discrimination.

30.02 The notice shall contain the following information:

- (a) the nature of the position;
- (b) qualifications;
- (c) required knowledge and education;
- (d) experience;
- (e) skills;
- (f) hours of work; and,
- (g) Wages shall be subject to the current Collective Agreement for the position posted.

30.03 For the purpose of administering this article, the Employer will accept applications from Employees who signify their interest in any vacancy. All applications for vacant positions shall be made in writing to the Employer.

30.04 Where an individual from within the bargaining unit is promoted to a position in a higher classification, the Employee shall serve a trial period of three (3) months. If at any time during the trial period, either the Employer or Employee deems it appropriate, the Employee may be placed back in a position equal to the one they held prior to the promotion at their previous basic rate of pay.

30.05 When an Employee is temporarily assigned to a work classification either higher or lower than their current classification, they shall continue to retain the basic rate of pay for their current classification or the basic rate of pay of the job to which they are temporarily transferred, whichever is higher.

- (a) The benefit status of an Employee filling a relief or temporary vacancy shall be as follows:
 - i) An Employee who was receiving benefits prior to the relief or temporary position will continue to receive benefits in accordance with Article 25.

- ii) An Employee who was not receiving benefits prior to the relief or temporary position will not be eligible to receive benefits as a result of the relief position.
 - (b) An Employee who is the successful applicant on a relief or temporary position shall maintain and continue to accrue seniority in accordance with Article 32, and shall revert back to her former position upon completion of the relief or temporary position.
 - (c) This Article, pursuant to Article 14.05, does not apply to Cook Assistant/Kitchen Assistant/General Worker positions if these Employees are required to temporarily assume the Journeyman Chef position.
- 30.06 When a vacancy occurs and the Employer decides not to post and/or fill said vacancy, a letter shall be sent to the Union within ten (10) days of the decision not to fill the vacancy.
- 30.07 Where, in the opinion of the Employer there is concern about the applicant's medical suitability for a position, the Employer may require the applicant to undergo a medical examination.
- 30.08 The President of the Union shall be notified in writing of all hirings, layoffs, transfers, recalls and termination of employment within five (5) working days of their occurrence.

ARTICLE 31: DISCIPLINE AND DISMISSAL

- 31.01 There shall be no discipline or dismissal except for just cause.
- 31.02 Written warning notices may be given to Employees for poor conduct, unsatisfactory job performance or infractions of the Employer's rules, regulations and/or policies, or any other misconduct;
- 31.03 A copy of all warnings shall be provided to the Union and the Employee;
- 31.04 Copies of all such warnings shall be signed by the Employee and the Employer; signing shall only be an acknowledgement of receiving the warning.
- 31.05 An Employee shall have the right to have a Shop Steward or Local Union Officer present when discipline, in writing, is issued or where there is an investigative meeting that may result in disciplinary action.
- 31.06 A copy of all such warnings shall be placed on the Employee's personnel file, and destroyed after two (2) years providing the Employee has not had any disciplinary incidents on his or her file in the two (2) year period.
- 31.07 Nothing in the foregoing prevents the Employer from pursuing the Employee's immediate suspension without pay or immediate dismissal without notice, or pay in lieu of notice, for just cause subject to the grievance procedure.

- 31.08 Upon the Employee giving the Employer at least one (1) days notice, an Employee shall be provided access to her personnel file and upon the Employee's request a copy of the file shall be provided.
- 31.09 An Employee absent for three (3) consecutive days without notifying the Employer shall be considered to have vacated her position unless, the Employee is able to provide suitable reasons for failing to notify the Employer.
- 31.10 An Employee who wishes to terminate her employment must provide the Employer with two (2) weeks' written notice.

ARTICLE 32: SENIORITY

- 32.01 "Seniority", except where otherwise provided in this Collective Agreement shall mean the length of continuous permanent employment with the Employer, in the bargaining unit from the last date of hire, and shall include all time of the Employee with the Employer prior to Certification by the Union. The Employer will maintain a separate list with the relief and temporary Employees listed in the order of their date of hire.
- 32.02 The Employer shall maintain a seniority list showing each Employee's seniority date. An up-to-date seniority list shall be sent to the union and posted on all bulletin boards in January of each year.
- (a) Where two (2) or more Employees commenced work on the same day, preference shall be in accordance with the date of the application for employment.
 - (b) Seniority shall not apply during the probationary period, however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Articles 32.01.
 - (c) Where a Relief Employee becomes, full-time or part-time with the Employer, and their service with the Employer has been unbroken by termination or resignation, their seniority date shall be adjusted to take into account all hours worked as a relief Employee. Their date of seniority shall be adjusted by one (1) day for every eight (8) hours of work.
- 32.03 Seniority shall be used, but not limited to, determining:
- (a) Preference for vacation time pursuant to Article 21.12;
 - (b) Layoffs, subject to the provisions specified in Article 33: and
 - (c) Job posting, transfers and promotions pursuant to Article 30.

32.04 Seniority shall be considered broken, all rights forfeited:

- (a) When the employment relationship is terminated by either the Employer or the Employee in writing;
- (b) Upon the expiry of twelve (12) months following the date of layoff, if during such time the Employee has not been recalled to work;
- (c) When an Employee does not return to work as required, within seven (7) days of being recalled in accordance with Article 33.05(b).
- (d) When terminated by the Employer for just cause.
- (e) If the Employee is absent from work without the Employer's consent or authorization for more than three (3) days.

32.05 Where an Employee in the bargaining unit accepts a permanent position with the Employer who is excluded from the bargaining unit seniority will be forfeited unless such Employee returns to the bargaining unit within six (6) months.

ARTICLE 33: LAYOFF & RECALL PROCEDURE

33.01 Definition of Lay-Off

- (a) A layoff shall be defined as a reduction of regularly scheduled hours of work.

33.02 Notice of Lay-Off

Full-time and Part-time Employees shall receive fourteen (14) working days notice, or pay in lieu thereof of the Employer's intention to lay-off. A copy of such notice shall be provided to the Union.

33.03 In the event that the number of Employees are to be reduced or there is to be a reduction in the regularly scheduled hours of work-, Employee(s) shall be laid off from the classification where the lack of work exists, in reverse order of seniority provided there are no Employees with unsatisfactory performance records on the Employee's personnel file. When there are Employees with unsatisfactory performance records on file in a classification where a lay-off is intended, the lay-off shall be the least senior Employee with an unsatisfactory performance record.

33.04 Prior to implementation of the provisions of this Article the Employer will meet the Union to inform the Union of the Employer's intentions. The Union shall be notified of layoffs, displacements and reassignments as they occur.

33.05 Re-call

- (a) Where Employees have been laid-off in accordance with Article 33.02 recall shall be in the order of seniority of the Employees on layoff providing the Employee is able to perform the work available.

- (b) The Employer will contact Employees on lay-off in person or by phone for the purpose of re-call in accordance with Article 33.04. Where re-call in this manner is not possible, re-call shall be deemed to have been carried out seven (7) days after the posting of a double-registered letter to the last known address of the Employee according to the Employer's records.
 - (c) Where an Employee who does not return to work as required, within a further seven (7) days of being re-called, in accordance with Article 33.05(b), the employment relationship shall be terminated.
- 33.06 No permanent Employees shall be hired by the Employer until eligible Employees on lay-off have been given the opportunity to return to work in accordance with Article 33.05.
 - 33.07 The right to re-call in accordance with Article 33.05 shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.
 - 33.08 Relief Assignment During Layoff In the event an Employee on layoff accepts an offer to work as a Relief Employee, such Employee shall be governed by the Collective Agreement provisions applicable to a Relief Employee, however, such Employee's seniority standing shall not be affected by the period of relief employment.
 - 33.09 If the Benefit Carrier permits and Employee who is laid off may make prior arrangements to pay the full premiums of any applicable benefit plans to assure continuation of such protection if so desired. Such arrangements shall continue so long as the Employee has seniority rights. Failure by the Employee to submit the premium payments will result in the Employer discontinuing premium payments for that Employee.

ARTICLE 34: TRAINING ALLOWANCE

- 34.01 All employees, when required by the Employer to attend any training course or seminar, except in relation to obtaining PCA Certification, shall be paid their regular wage for all hours attended in such training course or seminar.
- 34.02 It is mandatory that Employees attend scheduled courses and workshops as directed by the Employer. Failure to attend these scheduled courses or workshops will be seen as equivalent to missing a scheduled shift.
- 34.03 Employees will obtain first aid training when, and as scheduled by the Employer. In the event that the Employee fails, without a reasonable excuse, to attend the scheduled first aid course, the Employee will attend and pay for the first aid course off-site and when off-duty within three (3) months of missing the scheduled course.
- 34.04 Personal Care Attendants (PCA's), including Relief PCA's, will be required to enter into a recognized training program, to be completed within fifteen (15) months from date of hire as a PCA. The tuition, books, and fees for such training program, including current enrollees, shall be paid for by the Employer except as follows:

- a) The Employee fails to pass any necessary testing to obtain certification;
- b) The Employee is terminated or resigns within two years of obtaining the certification.
 - i) In such circumstances the employee will reimburse the Employer 100% of the tuition cost and fees if their employment is terminated or the Employees resigns within one year of certification;
 - ii) And 50% of the tuition costs and fees if terminated or the Employee resigns following the one-year anniversary but before the second anniversary of certification;
 - iii) Following completion of two years of service from date of certification, the Employee will have no obligation to reimburse the Employer.

34.05 The costs of approved and required training, for Employees not subject to Article 34.04, shall be covered by the Employer except as follows:

- (a) The employee fails to pass any necessary testing to obtain certification;
- (b) The employee is terminated or resigns within 2 years of obtaining the certification:
 - i) in such circumstance the employee will reimburse the employer 100% of the tuition costs and fees if their employment is terminated or the employee resigns within 1 year of certification;
 - ii) and 50% of the tuition costs and fees if terminated or the employee resigns following the 1 year anniversary but before the 2nd year anniversary of certification;
 - iii) following completion of 2 years of service from date of certification, the employee will have no obligation to reimburse the employer.

34.06 The costs of approved and required training, for Employees not subject to Article 34.04, shall be covered by the Employer except as follows:

- (c) The employee fails to pass any necessary testing to obtain certification;
- (d) The employee is terminated or resigns within 2 years of obtaining the certification:
 - iv) in such circumstance the employee will reimburse the employer 100% of the tuition costs and fees if their employment is terminated or the employee resigns within 1 year of certification;
 - v) and 50% of the tuition costs and fees if terminated or the employee resigns following the 1 year anniversary but before the 2nd year anniversary of certification;
 - vi) following completion of 2 years of service from date of certification, the employee will have no obligation to reimburse the employer.

34.07 An Employee after being certified, as a Personal Care Attendant shall be immediately placed at the appropriate salary in Appendix "A".

ARTICLE 35: JOB SECURITY

- 35.01 The Employer agrees that if the Employees in the bargaining unit would lose employment as a result of contracting out services provided by the members of the bargaining unit the Employer will:
 - (a) Use the best efforts to encourage the contract service to give priority to hiring affected Employees.
 - (b) Lay-off rather than terminate affected Employees.
- 35.02 The Employer agrees to give One hundred and twenty (120) days notice of intention to contract out, to affected Employees except where contracting out becomes operationally necessary due to a lack of bargaining unit members qualified to perform the work. In such case, the Employer will notify the Union as soon as possible.

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 a form agreed between the parties.

ARTICLE 37: GENDER NEUTRAL LANGUAGE

- 37.01 Where the singular or feminine is used in this Agreement, this shall be construed as plural or masculine as the context requires.

ARTICLE 38: CLOTHING/SHOE ALLOWANCE

- 38.01 When an employee is required to wear a specific type of shoes, the employer shall reimburse the employee up to seventy five dollars (\$75.00) per year, when the employee provides receipts of such costs.

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

ON BEHALF OF THE EMPLOYER:



Baluski

Date: June 29/10

ON BEHALF OF THE UNION:



Tazeya Prud'homme

Date: June 29/10

APPENDIX "A" SALARIES

Effective June 1, 2010:

Classification	Start 0-520	Step 2 521-2080	Step 3 2081+
Personal Care Aide (PCA) - Certified	17.43	18.45	19.51
Personal Care Aide (PCA) Non-Certified	15.20	15.92	16.64
Cook	16.35	16.87	17.35
Journeyman Chef	21.04	23.15	25.47
Cook Assistant	13.34	14.63	15.88
Kitchen Aide/General Worker/Housekeeping	12.93	14.20	15.46
Activity Coordinator - Certified	14.99	15.52	16.01
Activity Coordinator - Non Certified	14.42	14.96	15.45

Effective June 1, 2011:

Classification	Start 0-520	Step 2 521-2080	Step 3 2081+
Personal Care Aide (PCA) - Certified	17.95	19.02	20.10
Personal Care Aide (PCA) Non-Certified	15.66	16.40	17.14
Cook	16.84	17.38	17.88
Journeyman Chef	21.67	23.85	26.23
Cook Assistant	13.74	15.07	16.36
Kitchen Aide/ General Worker/Housekeeping	13.32	14.63	15.92
Activity Coordinator - Certified	15.44	15.99	16.49
Activity Coordinator - Non Certified	14.86	15.40	15.91

Effective June 1, 2012:

Classification	Start 0-520	Step 2 521-2080	Step 3 2081+
Personal Care Aide (PCA) - Certified	18.49	19.59	20.70
Personal Care Aide (PCA) Non-Certified	16.13	16.89	17.65
Cook	17.35	17.90	18.41
Journeyman Chef	22.32	24.56	27.02
Cook Assistant	14.15	15.52	16.85
Kitchen Aide/ General Worker/Housekeeping	13.72	15.06	16.40
Activity Coordinator - Certified	15.90	16.47	16.99
Activity Coordinator - Non Certified	15.30	15.87	16.39

All rates are expressed in hourly rates of pay. The number of hours at each step will be based upon the total number of hours worked in that classification.

LETTER OF UNDERSTANDING "A"

BETWEEN

TABER & DISTRICT HOUSING
(the "Employer")

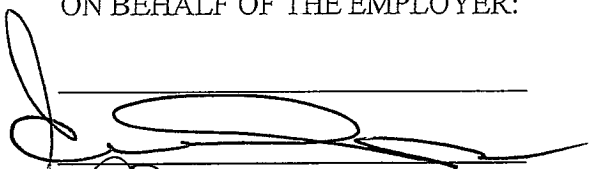
and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #2038
(the "Union")

NHRIPP

1. The parties agree to investigate the feasibility of implementing the Nursing Homes and Related Industries Pension Plan for the employees of Clearview Lodge.

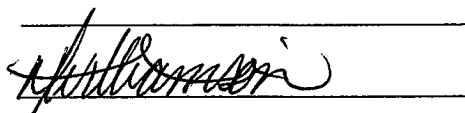
ON BEHALF OF THE EMPLOYER:



Baluski

Date: June 29/10

ON BEHALF OF THE UNION:



Date: June 29/10

LETTER OF UNDERSTANDING "B"

BETWEEN

TABER & DISTRICT HOUSING
(the "Employer")

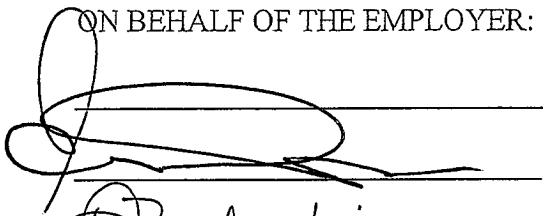
and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #2038
(the "Union")

RE: Personal Care Aides

1. Notwithstanding Article 2.04 and 16.02 (b), Full Time Employees in the classification of Personal Care Aide, will continue to be employed under the same terms and conditions of employment when working the "October 1, 2006 Shift Schedule" (four on and two off) that creates a decrease in Full Time hours as specified in Article 16.02 (b).
2. This Letter of Understanding will remain in full force and effect for the duration of the Collective Agreement.

ON BEHALF OF THE EMPLOYER:



Baluski

Date: June 29/10

ON BEHALF OF THE UNION:



J. Poutchet

Date: June 29/10

LETTER OF UNDERSTANDING "C"

BETWEEN

TABER & DISTRICT HOUSING
(the "Employer")

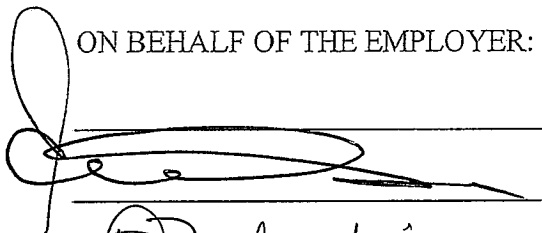
and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #2038
(the "Union")

RE: General Worker/Kitchen Aide/Cook Assistant

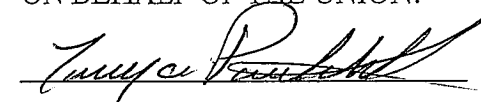
- In the event a General Worker/Kitchen Aide is required to temporarily assume responsibilities in the absence of a Cook Assistant and Journeyman Chef, the General Worker/Kitchen Aide shall receive Cook Assistant wages for the duration of the temporary responsibilities.

ON BEHALF OF THE EMPLOYER:



 Date: June 29/10

ON BEHALF OF THE UNION:



 Date: June 29/10

LETTER OF UNDERSTANDING "D"

BETWEEN

TABER & DISTRICT HOUSING
(the "Employer")

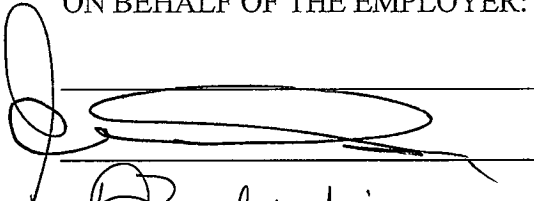
and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #2038
(the "Union")

RE: Medical Appointments

- In the event an employee has a medical appointment and a half-day sick leave credit is deducted, the employee will not be expected to return to the workplace during that period of time for which the sick leave credit is applied.

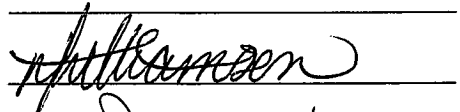
ON BEHALF OF THE EMPLOYER:



Baluski

Date: June 29/10

ON BEHALF OF THE UNION:

Date: June 29/10