

COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF WESTLOCK FOUNDATION, WESTLOCK, ALBERTA
("Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2832
("Union")

January 1, 2009 — December 31, 2011

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PREAMBLE

WHEREAS, it is the purpose of both parties of this Agreement to:

- a) maintain and improve harmonious relations and respect between the Employer, Employees and the Union;
- b) recognize the mutual value of joint discussions and negotiations in matters pertaining to conditions of employment;
- c) ensure that operations are effective and efficient;
- d) deliver high quality, resident centered services consistent with the Board's policy of protecting the interest of seniors and the community; and
- e) promote the morale, wellbeing and security of Employees.

ARTICLE 1 - TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Agreement, this Agreement shall be in force and effect from January 1, 2009 up to and including December 31, 2011 and after the date upon which the Employer and the Union exchange notice of ratification of the terms of this agreement, up to and including December 31, 2011 and from year to year thereafter unless notice of the desire to amend the Agreement is given in writing by either party to the other with not less than sixty (60) days nor more than one hundred and twenty (120) days prior to December 31, 2011.
- 1.02 Where notice to amend this Agreement is given, this Agreement shall remain in full force and effect until a new Agreement has been executed, the right of the bargaining agent to represent the Employees is terminated, or a strike or lockout commences under the provisions of the Alberta Labour Relations Code.
- 1.03 The Employer shall supply each Employee within the bargaining unit with a copy of this Agreement within thirty (30) days of it coming into effect. All new Employees within the unit shall be supplied with a copy of this Agreement by the Union during orientation.

ARTICLE 2 - DEFINITIONS

- 2.01 Wherever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto requires.
- 2.02 "Employer" shall mean the Board of the Westlock Foundation, and include officers whom the Foundation Board may from time to time appoint or designate to carry out

administrative duties in respect of the operation and management of the Lodges or in respect of the administration of this Agreement.

- 2.03 "Union" shall mean the Canadian Union of Public Employees, Local 2832.
- 2.04 "Full-time Employee" shall mean one who is regularly scheduled to work the hours specified in Article 7.02.
- 2.05 "Part-Time Employee" shall mean one who is regularly scheduled to work less than the hours specified in Article 7.02.

- 2.06 (a) "Temporary Employee" shall mean one who is hired on a temporary basis in accordance with Article 18.04 to fulfill a specific job not to exceed six (6) months in duration or to replace a Full-time or Part-time Employee who is on an approved leave of absence, sick leave or Workers' Compensation where the Employer is notified in writing that the absence will exceed two (2) months in duration either:

- i) at the time that such absence commences; or
- ii) during the course of such absence,

The temporary position will end immediately upon the return to work of the absent Employee, and the Employee will return to her previous classification and status, if any, held prior to the temporary position.

- (b) The provisions of this Agreement shall not apply to Temporary Employees except for the following Articles:
- (i) 1, 2, 3, 4, 5, 6, 7.01, 7.03, 7.08, 7.09, 7.11, 7.12, 8.01, 8.02, 8.03, 10.01, 11.07, 12.04, 17, 18, 19, 21, 26.01, 26.02, 26.03, 27, 28, 29, 30, 31, 32, 33, 34 and Appendix "A".

- 2.07 "Casual Employee" shall mean one who is not regularly scheduled but who works on a call-in basis; and/or is scheduled to relieve in the case of illness, leaves of absence and/or vacations.

- (a) The provisions of this Agreement shall not apply to Casual Employees except for the following Articles:
- 1, 2, 3, 4, 5, 6, 7.01, 7.03, 7.08, 7.09, 7.10 d) 7.11, 7.12, 8.01, 8.02, 8.03, 10.01, 11.07, 12.04, 17, 18, 19, 21, 26.01, 26.02, 26.03, 27, 28, 29, 30, 31, 32, 33, 34 and Appendix "A".
- (b) Any Casual Employee that refuses the offer of three (3) consecutive shifts without a valid reason, or is not available to work for several weeks without

having provided the Operations Manager with an explanation, may be subject to termination.

2.08 "Support Aide" shall mean one who is hired to provide support to Household Aides working in the dining room, kitchen and on the floors and is regularly scheduled to work less than the hours specified in Article 7.02, or works on a call-in basis.

Students hired as Support Aides will not work alone in a resident's room at any time.

a) The provisions of this Agreement shall not apply to Support Aide except for the following Articles:

1, 2, 3, 4, 5, 6, 7.01-7.09, 7.11, 7.12, 8.01-8.04, 10.01, 11.07, 12.05, 14, 16, 18, 19, 21, 22, 24.02, 25, 26, 27, 28, 29, 30, 31, 33, 34 and Appendix "A".

2.09 "Maintenance Assistants" shall mean one who works to assist the other maintenance staff and is regularly scheduled to work less than the hours specified in Article 7.02, or works on a call-in basis. Such Employees may be required from time to time to fill a full time shift in accordance with Article 7.02. Such Employees shall be deemed a part-time employee.

a) The provisions of this Agreement shall not apply to maintenance assistants except for the following Articles:

1, 2, 3, 4, 5, 6, 7.01-7.09, 7.11, 7.12, 8.01-8.04, 10.01, 11.07, 12.05, 14, 16, 18, 19, 21, 22, 24.02, 25, 26, 27, 28, 29, 30, 31, 33, 34 and Appendix "A".

2.10 "Week" shall mean that period between midnight on Sunday and midnight on the immediate following Sunday.

2.11 "Shift" shall mean:

- a) a daily tour of duty excluding overtime hours; and
- b) either day, evening or night.

2.12 "Cycle of the Shift Schedule" shall mean the period of time when the shift schedule repeats itself and in no case will exceed a period of eight (8) weeks.

2.13 "Continuous Service" shall mean the period of employment commencing on the latest date of employment that is not interrupted by termination or dismissal.

2.14 "Basic Rate of Pay" shall mean the applicable step in the pay range of the Employee's classification as set out in Appendix "A", exclusive of any premium payments including overtime or any other amounts.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Management reserves all rights not specifically restricted by this Agreement.
- 3.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- a) Maintain order, discipline, efficiency and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Agreement;
 - b) Direct the working force and to create new positions and to determine the number of Employees, if any, needed from time to time in any position and to determine whether or not a position will be continued or declared redundant;
 - c) Hire, promote, transfer, lay off and recall Employees; and
 - d) Discipline, suspend or discharge for just cause.

ARTICLE 4 - UNION RECOGNITION

- 4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees as may be covered by the most recent Certification order issued by the Labour Relations Board of the Province of Alberta.
- 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 Agreement. Any such agreement shall be rendered null and void and shall be discontinued immediately upon receipt of notice by the Union.
- 4.03 The Union shall inform the Employer in writing of its officers, shop stewards and any other persons who are authorized representatives of the Union. Where there is a change to that list during the currency of this Agreement, the Union shall inform the Employer immediately in writing.
- 4.04 Copies of all correspondence regarding staff changes, including retirements, resignations, appointments (with a copy of the job posting), promotions (with a copy of the job posting), and terminations, shall be sent to the President of the Union.
- 4.05 With the exception of the CEO, Employees whose jobs are not in the bargaining unit shall not perform bargaining unit work, except in the case of instruction, emergency, or when bargaining unit members are not available. The use of volunteers and residents is permitted provided there is no reduction in the regularly scheduled hours of work of any permanent Employee as a result and they have signed a liability waiver in relation to the activity undertaken. No Employee acting in the normal

course and scope of their duties shall be liable for any injury or damage suffered by a volunteer or resident.

- 4.06 During a new Employee orientation, a representative of the Union shall have the right to make a presentation to new Employees with respect to the structure of the Local, as well as the rights, responsibilities, and benefits under the Collective Agreement with no loss of regular earnings provided such Union representation does not result in undue delay of the orientation.

ARTICLE 5 - DUES DEDUCTIONS

- 5.01 Dues: The Union shall notify the Employer in writing of the amount of any change in dues to be deducted from the Employee's wages not less than thirty (30) days before the effective date of such change.
- 5.02 Dues Check-Off: The Employer shall deduct and pay to the Secretary-Treasurer of the Union, the Union dues, initiation fees and assessments out of wages due to the Employee within fifteen (15) calendar days following the completion of the last payroll in the calendar month. The Employer shall furnish the names, addresses and phone numbers of Employees on whose behalf the deductions have been made.
- 5.03 T-4 Slips: The Employer agrees to show on the Employees' T-4 slips the total amount of Union dues deducted for the taxation year.
- 5.04 It shall be the responsibility of the Employee to notify the Employer of any changes in name, marital status or place of residence. A copy of such notification shall be forwarded to the Shop Steward of the Union.

ARTICLE 6 - NO DISCRIMINATION

- 6.01 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, place of origin, ancestry, political or religious affiliation or beliefs, gender, sexual orientation, marital status, family status or source of income, place of residence, or physical disability, mental disability, nor by reason of membership, non-membership or activity in the Union.

The Employer and the Union recognize the right of all Employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence and may be addressed through the grievance procedure.

- a) Sexual harassment shall be defined as any sexually oriented practice that undermines an Employee's health or job practice, or endangers an Employee's employment status or potential;

- b) Personal harassment shall be defined as repeated, intentional offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation.

ARTICLE 7 - HOURS OF WORK

7.01 It is understood and agreed that the work schedules shall provide for continuous operation throughout the week.

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

- a) seven and one-half (7½) hours per day; and
- b) thirty-seven and one-half (37½) hours per week averaged over one (1) complete cycle of the shift schedule.

7.03 Regular hours of work shall be deemed to:

- a) include, as scheduled by the Employer,
 - i) two (2) rest periods of fifteen (15) minutes each during each full shift of seven and one-half (7½) hours, or
 - ii) one (1) rest period of fifteen (15) minutes during each half shift of at least four (4) hours; and
 - iii) rest periods shall be deemed to commence when an Employee leaves their place of work and shall not, in any circumstance, exceed fifteen (15) minutes from the time entering to leaving the staff room.
- b) exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day on which the Employee works in excess of four (4) hours.
- c) Notwithstanding 7.02 and 7.03(b), where an Employee on evening and night shift is obligated to remain in the facility, the Employee's regularly scheduled hours of work shall include a paid meal period of thirty (30) minutes. Any unpaid lunch breaks, an Employee may leave the facility.

7.04 The Employer shall develop a shift schedule for the length of one (1) complete cycle of the shift schedule. The schedule shall continually repeat itself without alteration unless alteration is necessary for operational reasons. Where alteration becomes necessary, the new shift schedule shall be posted no less than four (4) weeks in advance. In the case of such alteration, Employees will maintain their day, evening or night shift designation.

7.05 Except by mutual agreement between the Employee and the Employer where the Employee has no requirement to accept, shift schedules shall provide for:

- a) no less than a total of sixteen (16) days off over one (1) complete cycle of the shift schedule;
- b) no more than seven (7) consecutive days of work;
- c) no more than one (1) location in a week, except for maintenance workers, household aides with inventory/supply duties, activities coordinators, Safety Officer and Safety Assistant;
- d) no more than three (3) weekends during one (1) complete cycle of the shift schedule for Full-time Employees and no more than five (5) weekends during one (1) complete cycle of the shift schedule for Part-time Employees; and
- e) no less than two (2) consecutive days off at a time for Full-time Employees.

7.06 If the Employer makes a change to the master schedule, with less than ten (10) calendar days notice:

- a) to an Employee's scheduled shift, the Employee shall be paid at the rate of one and one-half times (1½X) their basic rate of pay for all hours worked during each changed shift.
- b) to an Employee's scheduled day off, the Employee shall be paid at the rate of one and one-half times (1½X) their basic rate of pay for all hours worked during the first (1st) shift, and two times (2X) their basic rate of pay for all hours worked during each consecutive day off thereafter.
- c) The Employer shall take reasonable steps to notify the Employee of the shift.

A call-in or call-back is not a change to the master schedule pursuant to this Article.

7.07 a) Permanent employees may exchange shifts and/or give away shifts among all Employees with an Employee within the same classification at either lodge, provided that:

- i) the exchange and/or shift acceptance is agreed to, in writing, between affected Employees; and
- ii) prior written approval of such exchange has been given by the Employer.

b) Such exchange shall be recorded on the shift schedule.

- c) Such exchange shall not be deemed a violation of the provisions of this Agreement and the provisions of Article 7.06 shall be deemed waived.
- d) The overtime provisions of this Agreement are waived in circumstances where a shift is given to an Employee.
- e) The Employee is to provide the Manager with a minimum of two (2) days' notice in writing. Such request shall not be unreasonably denied.

7.08 For the purpose of this Article, a day shall be any twenty-four (24) hour period calculated from the time that the Employee commences the scheduled shift.

7.09 Shift Differential, Weekend Differential and Responsibility Pay

In addition to an Employee's basic rate of pay, an Employee shall be paid for each hour worked, exclusive of overtime hours worked, as follows:

- a) Employees working shifts where the majority of the hours fall between 1500 and 2300 shall be paid a shift differential of one dollar (\$ 1.00) per hour;
- b) Employees working shifts where the majority of the hours fall between 2300 and 0800 shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour;
- c) Permanent full-time and permanent part-time Employees working shifts where the hours fall between 2000 Friday and 0800 Monday shall be paid a shift differential of seventy-five cents (\$0.75) per hour for the purpose of incentive for working weekend shifts;
- d) An Employee will be assigned by the Employer at each facility to be responsible for replacement staffing between 1530 and 0800 every day of the week and shall be paid responsibility pay of seventy-five cents (\$ 0.75) per hour in addition to any shift differential pay.

- 7.10 a) Part-time Employees who are scheduled for additional hours over and above their regularly scheduled shifts:
- i) shall be paid their basic rate of pay for any additional hours so scheduled, notwithstanding the provisions of Article 7.06;
 - ii) shall be paid in accordance with Article 8.01 where the total hours of work exceed those in Article 7.02.
- b) In the case of additional hours resulting from vacation, leaves of absence, sick leave or Workers' Compensation absences of other Employees of more than two (2) weeks and not more than two (2) months in duration, such hours

shall be offered to Part-time Employees in the order of their seniority provided that there is a Part-time Employee that:

- i) has indicated in writing in advance their availability for such additional hours; and
 - ii) possesses the qualifications of the job and the ability to perform the work for such additional hours;
- c) Notwithstanding 7.10 b), the Employer will not be obligated to offer additional hours to Part-time Employees as per 7.10 b), where it would result in the payment of overtime as per Article 8.01.
 - d) In the case of additional hours resulting from vacation, leaves of absence, sick leave or Workers' Compensation absences of less than two (2) weeks in duration, the Employer may offer such hours to Casual Employees.

- 7.11
- a) Employees shall be paid at their basic rate of pay in accordance with Appendix "A", for all time spent attending staff meetings scheduled by the Employer. Such time shall not be included for the purpose of calculating overtime and shall not attract any premium pay of any kind.
 - b) Where required by the Employer to attend in-services, Employees shall be paid at their basic rate of pay in accordance with Appendix "A" for all time spent attending such in-services. Such time shall not be included for the purpose of calculating overtime and shall not attract any premium pay of any kind.
 - c) No Employee shall be disciplined for the failure to attend a staff meeting scheduled outside their regular work schedule and such attendance is not compulsory.

- 7.12
- a) An Employer representative will be present at one (1) lodge, and available to both lodges, between 0800 and 1530 hours on Saturdays, Sundays and General Holidays and will attend to the duties assumed by Employer representatives during normal office hours Monday-Friday.
 - b) A Management representative will be available during weekends, evenings and holidays to deal with emergent situations.

ARTICLE 8 -OVERTIME

- 8.01 Overtime is all time authorized by the Employer and worked by an Employee in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week averaged over one (1) complete cycle of the shift schedule.

- 8.02 Overtime shall be paid at one and one-half times (1½X) the Employee's basic rate of pay.
- 8.03 There will be no reduction in the normal work day to equalize overtime worked.
- 8.04 Employees shall not be required to work with less than twelve (12) hours of rest between regularly scheduled shifts. Where an Employee works with less than twelve (12) hours of rest between such shifts, they shall be paid at the applicable overtime rate for any hours worked during the twelve (12) hour rest period.

ARTICLE 9 - CALL BACK, CALL-IN AND ON-CALL

- 9.01 a) Call back occurs when an Employee is called back and required to work after the completion of their regular shift on that day.
- b) Call-in occurs when an Employee is called-in and required to work on a scheduled day off or when the Employee has been assigned on-call in accordance with Article 9.02.

An Employee who is called back or called in to work outside her regular scheduled working hours shall be paid a minimum of two (2) hours at overtime rates.

- 9.02 The Employer may assign on-call duty to a maintenance Employee outside their regularly scheduled shift during which time the Employee must be readily available to return to work and remain in fit condition to do so. During all such on-call hours, the Employee shall receive one dollar (\$1.00) per hour and two dollars (\$2.00) per hour on Named Holidays except when called-in where the compensation in Article 9.01 will apply.

ARTICLE 10 - SALARIES

- 10.01 Employees shall be paid their basic rate of pay in accordance with the rates of pay as set out for their classification in Appendix "A".
- 10.02 An Employee required temporarily to fill the position of a higher paid Employee shall receive the higher rate of pay for the period of relief.
- 10.03 Reimbursement for mileage will be paid without deductions to those Employees who are required to use their personal vehicle for Employer business in accordance with the Employer policy. The cost of the difference between personal vehicle insurance and business use insurance will be reimbursed by the Employer annually when proof of insurance is provided and where the expenditure is approved in advance.

ARTICLE 11 - ANNUAL VACATION

- 11.01 For the purposes of this Article, "Vacation Year" means the twelve (12) month period commencing on the first (1st) day of June in each calendar year and concluding the thirty-first (31st) day of May of the following calendar year.
- 11.02 During each complete vacation year of continuous service in the employ of the Employer, a Full-time Employee shall earn entitlement to a vacation with pay to be taken in the next following vacation year and shall be governed by the total length of such service as follows:
- a) During the first (1st) year, up to and including the fifth (5th) year of continuous full-time service, a Full-time Employee shall earn fifteen (15) working days vacation with pay.
 - b) During the sixth (6th) year, up to and including the fifteenth (15th) year of continuous full-time service, a Full-time Employee shall earn twenty (20) working days vacation with pay.
 - c) During the sixteenth (16th) year, up to and including the nineteenth (19th) year of continuous full-time service, a Full-time Employee shall earn twenty-five (25) working days vacation with pay.
 - d) During the twentieth (20th) and subsequent years of continuous full-time service, a Full-time Employee shall earn thirty (30) working days vacation with pay.
- 11.03
- a) Full-time Employees not having completed twelve (12) months of employment will receive paid vacation based on the portion of the twelve (12) months worked; however, vacation shall not be granted until the Full-time Employee has completed the probationary period in accordance with Article 19.
 - b) Part-time Employees not having completed twelve (12) months of employment will receive unpaid vacation time based on the portion of the twelve (12) months worked; however, vacation shall not be granted until the Part-time Employee has completed the probationary period in accordance with Article 19.
- 11.04 All earned vacation shall be taken by May 31st of the following year unless otherwise mutually agreed. Where such vacation has not been taken by May 31st and no mutual agreement has been reached, the Employer retains the right to schedule vacation for the employee.
- 11.05 The Employer will, no later than March 31st of each year, post a schedule showing the accumulated vacation time as of May 31st for each Employee. The Employees

shall be given preference of vacation dates on the basis of seniority provided the vacation request is made by May 31st of that year and at least fourteen (14) days in advance. The Employer will also post a vacation schedule of such Employees no later than June 30th of each year. Where requests for vacation are made after May 31st, or less than fourteen (14) days in advance, they will be granted at the discretion of the Employer.

- 11.06 Employees who terminate employment shall receive vacation pay based on the vacation entitlement earned up to the date of termination.
- 11.07 Temporary Employees, Casual Employees, Support Aides, and Maintenance Assistants shall be paid an amount equivalent to four percent (4%) of their earned salary in accordance with the Employment Standards Code.
- 11.08 a) Part-time Employees shall be paid, in addition to their basic rate of pay, in lieu of vacation time with pay:
- i) six percent (6%) per annum on all paid hours exclusive of overtime for Employees having completed less than ten thousand five hundred (10500) hours,
 - ii) eight percent (8%) per annum on all paid hours exclusive of overtime for Employees having completed more than ten thousand five hundred (10500) hours,
 - iii) ten percent (10%) per annum on all paid hours exclusive of overtime for Employees having completed more than twenty-one thousand (21000) hours.
 - iv) twelve percent (12%) per annum on all paid hours exclusive of overtime for Employees having completed more than thirty thousand, seven hundred and fifty (30750) hours.

Vacation pay for Part-time Employees shall be payable on June 30th of each year.

- (b) Part-time Employees shall be entitled to vacation time off without pay to be taken in the following vacation year and shall be governed by the following:
- i) for Employees having completed up to and including ten thousand five hundred (10500) hours paid exclusive of overtime, Employees shall earn fifteen (15) working days vacation without pay.
 - ii) for Employees having completed more than ten thousand five hundred (10500) hours paid exclusive of overtime and up to and including

twenty-one thousand (21000) hours paid exclusive of overtime, Employees shall earn twenty (20) working days vacation without pay.

- iii) for Employees having completed more than twenty-one thousand (21000) hours paid exclusive of overtime, and up to and including thirty thousand, seven hundred and fifty (30750) hours paid exclusive of overtime, Employees shall earn twenty-five (25) working days vacation without pay.
- iv) for Employees having completed more than thirty thousand, seven hundred and fifty (30750) hours paid exclusive of overtime, Employees shall earn thirty (30) working days vacation without pay.

ARTICLE 12 - GENERAL HOLIDAYS

12.01 Full-time Employees shall be entitled to a day off with pay on or for the following General Holidays:

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

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

To qualify for General Holiday with pay the Employee must:

- a) work their scheduled shift immediately preceding and immediately following the General Holiday except where the Employee is absent because of sickness or other reasons acceptable to the Employer; and
- b) work on the holiday when the Employee is scheduled or required to do so.

12.02 A Full-time Employee scheduled or required to work on any of the General Holidays shall be paid one and one-half (1½X) times their basic rate of pay for all hours worked and by mutual agreement between the Employer and Employee, be given time off equivalent to the hours worked on the holiday. Such time off shall be arranged and taken within thirty (30) days of the holiday and the holiday pay shall be payable on that day. If time off cannot be provided the Employee shall receive an additional day's pay.

12.03 Where a General Holiday falls during a Full-time Employee's vacation he shall receive an additional day with pay added to his vacation.

- 12.04 Part-time, Temporary and Casual Employees who work on a General Holiday shall be paid one and one-half times (1½X) their basic rate of pay for all hours worked. Part-time, Temporary and Casual Employees whether or not they work on the holiday shall be paid in addition to their basic rate of pay, in lieu of General Holidays, four point six percent (4.6%) of all hours worked and paid at the basic rate of pay on each and every pay cheque.
- 12.05 Support Aides and Maintenance Assistants who work on a General Holiday shall be paid one and one-half times (1½X) their basic rate of pay for all hours worked.

ARTICLE 13 -SICK LEAVE

- 13.01 Sick leave is provided by the Employer, for the purpose of maintaining regular earnings, during absences due to illness, quarantine and accidents for which compensation is not payable under the Workers' Compensation Act.
- 13.02 The accrual and use of sick leave credits will be administered in accordance with the following:
- a) Permanent Full-time Employees shall be allowed a credit for sick leave from the date of employment at the rate of one and one-half (1½) working days for each full month of employment.
 - b) Permanent Part-time and Temporary Employees shall be allowed to accumulated sick leave credit from the date of employment for each month of employment according to the following formula: 1.5 multiplied by the actual hours worked per month divided by 162.5.
 - c) Sick leave credits will be accumulated in accordance with 13.02 a) or b) up to a maximum credit of six hundred and seventy-five (675) hours provided however, that an Employee shall not be entitled to use sick leave credit prior to the completion of their probationary period as per Article 19.
 - d) Sick leave shall not accrue while in receipt of compensation from the Workers' Compensation Board or during a period of absence in excess of one (1) month in the case of:
 - i) illness;
 - ii) injury;
 - iii) layoff; or
 - iv) leave of absence, except 14.05 (Jury Duty);

- e) When an Employee has accrued the maximum sick leave credit of six hundred and seventy-five (675) hours 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 recommence accumulating sick leave credits.
- f) If an Employee requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided the Employee has been given prior authorization by the Employer, such absence shall be charged against the Employee's accumulated sick leave. Employees may be required to submit satisfactory proof of such appointment.
- g) For the purpose of computing sick leave accumulation, days on which the Employee is on vacation shall be counted as working days.

- 13.03 Subject to Article 13.01 and 13.02, an Employee granted sick leave shall be paid, at their basic rate of pay for regularly scheduled shifts absent due to illness, and the number of hours thus paid shall be deducted from their accumulated sick leave credits up to the total amount of their accumulated credits at the time the sick leave commenced.
- 13.04 Employees reporting sick shall advise the Employer as soon as possible and in any case, before the commencement of their next scheduled shift. The Employee will be considered absent and will lose that day's pay for failing to do so. Where, however, it is established that, due to the nature of the sickness, it was impossible for an Employee to notify the Employer in advance, the Employee will be granted the sick leave credits. Where Employees are aware that they will be absent from work for more than two (2) weeks, they shall advise the Employer in writing. Where such notice is given an Employee will be scheduled for relief in accordance with Article 7.10.
- 13.05 Where, in the estimation of the Employer it is reasonable to do so, Employees may be required to substantiate, in the form prescribed by the Employer, any claim for sick leave. Payment of sick leave benefit shall not be effected until required substantiation has been supplied.
- 13.06 The Employer shall advise Employees monthly of their total sick leave credit accumulation and any deductions made from their sick leave credits as of the end of the preceding month.
- 13.07 Except as hereinafter provided, sick leave will not be paid in respect of any illness or injury that is incurred during the period of the scheduled vacation once vacation leave has commenced. In the event that the 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 13.03. Notwithstanding the foregoing, should an Employee

demonstrate to the satisfaction of the Employer that they were admitted to a hospital as an "in-patient" during the course of their vacation, the Employee shall be deemed to be on sick leave for the period of the stay in hospital, subject to the provisions of Article 13.03. In the case of an "in-patient" admission to hospital, as above, Employees may re-schedule their vacation.

13.08 An Employee who has exhausted their sick leave credits during the course of an illness, and the illness continues, shall be deemed to be on leave of absence without pay or benefits for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with no less than fourteen (14) days written notice of readiness to return to work and:

- a) if the Employee is capable of performing the duties of their former position they shall be reinstated by the Employer in the same position which the Employee held immediately prior to their disability at not less than the same increment of Appendix "A", the salary schedule, and other benefits that accrued prior to the Employee's disability;
- b) if the Employee substantiates that they are incapable of performing the duties of their former position, but is capable of performing the duties of another position, a reasonable effort shall be made by the Employer to place the Employee in an available position that she is capable of performing. In such a case the Union agrees to waive the posting provisions of the Agreement.

13.09 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of Articles 7, 16 and 18.

13.10 Employees who have completed the probationary period in accordance with Article 19.01, and have worked all regularly scheduled shifts without any deductions from their accumulated sick leave credits being made for three (3) consecutive calendar months, shall receive the following payment at the end of each three (3) month period:

- a) \$60.00 for Full-time Employees to a maximum of \$200.00/year; and
- b) \$45.00 for Part-time Employees to a maximum of \$150.00/year.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 A leave of absence is any leave other than bereavement leave and sick leave and may be granted:

- a) where the request for a leave is submitted to the Employer 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.
- 14.02 Notice of intention of returning to work must be given to the Employer within two (2) weeks prior to the date of return specified in accordance with Article 14.01 a). Failure to return from a leave of absence on the specified date will automatically terminate employment.
- 14.03 Leave of absence without pay may be granted to an Employee at the discretion of the Employer and the Employee shall not work for gain during the period of the leave of absence.
- 14.04 During the course of the leave of absence all entitlements accumulated at the time of departing on leave, including seniority, will be suspended and remain intact.
- 14.05
- a) Employees appointed to represent the Union at Union functions shall, upon written application, be granted leave of absence, provided however, that such leave of absence shall not exceed a combined total for the whole bargaining unit ninety-six (96) hours of work in any calendar year, and provided it does not create an undue operational hardship on the Employer. Hours booked off for the purpose of Collective Bargaining with the Employer will not be counted toward the calculation of the ninety-six (96) hours.
 - b) In addition to leave granted in accordance with Article 14.05 a), no more than two (2) members of the bargaining unit per year during the term of this Agreement will be entitled to attend the annual convention for a period not to exceed eight (8) days. The number of members entitled to attend may be increased at the discretion of the Employer.
 - c) Leave granted in accordance with Articles 14.05 a) and b) will be without pay. For the purpose of Articles 14.05 a) and b), the Employer agrees to maintain the wages and benefits of the affected Employees whole and will invoice the Union for such costs which the Union will reimburse.
- 14.06 An Employee who is subpoenaed for compulsory court jury duty shall be compensated with full wages provided monies received for such jury duty are paid to the Employer.
- 14.07 Maternity, Parental or Adoption Leave shall be granted in accordance with the provisions of the Employment Standards Code of Alberta.

ARTICLE 15 - BEREAVEMENT LEAVE

- 15.01 a) An Employee shall be granted bereavement leave with pay of up to four (4) working days, providing such leave is taken within seven (7) consecutive days immediately following the death of any of the following relatives of the Employee: spouse, fiancé, same sex partner, child, step child, parent, step parent, brother, sister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchild. The above relationships are deemed to include the current common-law relationships of the Employee. Before bereavement leave may be taken, Employees are required to notify the Employer of the days which they will be absent from work. In exceptional circumstances, the Employer may agree to extend the period of time within which such leave may be taken. Such requests will not be unreasonably denied.
- b) Bereavement leave shall be extended by up to one (1) day if travel in excess of three hundred and twenty (320) kilometers from the Employee's residence is necessary to attend the funeral.
- c) An Employee may request to use vacation in addition to the leave specified in this Article.
- 15.02 The Employer may grant up to one (1) day per year compassionate leave with pay to an Employee who is required to provide care for an injured or seriously ill spouse or dependent child.

ARTICLE 16 - LAYOFF AND RE-EMPLOYMENT

- 16.01 Layoff
- a) The Employer shall notify and consult with the Union, where possible, in advance of serving layoff notice to any Employee. The Employer shall notify in writing Employees who are to be laid off fourteen (14) days before the layoff is to be effective, except that the fourteen (14) calendar days notice shall not apply where layoff results from an act of God, fire, flood or a work stoppage by Employees not covered by this Agreement.
- b) Where the layoff results from an act of God, fire, flood or a work stoppage by Employees not covered by this Agreement, the fourteen (14) calendar days notice is not required, but pay in lieu thereof based on the affected Employees' regularly scheduled hours of work during this period shall be paid.
- c) The Employer will layoff the least senior Employee in the job classification and the shift where the layoff is required.

- d) The laid-off Employee, in accordance with Article 16.01 c), shall have the opportunity to either:
 - i) accept the layoff; or
 - ii) where it is necessary to reduce the hours of the work rather than lay-off the whole position, the Employee may choose to accept the reduced hours of work.

16.02 Re-employment

- a) Employees who are laid off shall have the opportunity to apply for vacant positions for a period of eighteen (18) months following the date of lay-off. Such positions will be posted and awarded in accordance with Article 18.
- b) Employees who are laid off shall notify the Employer in writing of the positions, including the classification(s) and the shift(s), which they wish to be considered for if a vacancy arises. Such written notice shall serve as a laid-off Employee's application in the event that such a vacancy occurs while they are on lay-off.
- c) Employees who are laid off shall submit to the Employer their current address and telephone number. In the event that the Employer is unable to contact the Employee personally, notice of re-employment shall be by registered mail to the address provided by the Employee and will be deemed to be received seven (7) days after mailing.
- d) Employment shall be deemed terminated when an Employee does not return from layoff on the start date specified in the notification of re-employment, or on the expiry of eighteen (18) months from the date of layoff whichever occurs first.
- e) An Employee re-employed in accordance with Article 16.02 a), b), and c), shall retain all rights, benefits and entitlements that were in effect at the date of lay-off. Employees will not, however, accumulate sick leave credits, vacation, or seniority while on lay-off.

16.03 New Hires

- a) While there are Employees on layoff, the Employer will not hire any new employees unless none of the Employees on layoff have the knowledge, qualifications, and abilities to do the work available.

- b) Employees on lay-off may choose to indicate their availability for casual shifts to the Employer, and work such shifts, without jeopardizing their right to re-employment pursuant to Article 16.02.

ARTICLE 17 - JOB CLASSIFICATION

- 17.01 If the Employer creates a new classification, which belongs in the bargaining unit and which is not now designated in this Agreement, it shall establish a salary scale and give written notice within thirty (30) days of same to the Union.
- 17.02 If the Union fails to object, in writing, within thirty (30) days of receipt of the notice from the Employer, the assigned salary scale shall be considered as established.
- 17.03 If the Union objects to the salary scale assigned by the Employer, and, by negotiations, succeeds in effecting a change, the amended salary scale and job description shall be retroactive to the date the new classification was implemented.
- 17.04 Failing resolution of the difference by negotiation, the Union within sixty (60) days of receipt of the notice from the Employer, may refer the matter to arbitration in accordance with the provisions of Article 28.

ARTICLE 18 - JOB POSTING

- 18.01 All vacancies or newly established positions shall be posted for at least seven (7) days, unless the Employer and the Union agree to a longer or shorter period. All applicants within the bargaining unit and the Union will be advised of the results of the competition within fourteen (14) days of its conclusion.
- 18.02 Where vacancies are to be filled or new classifications are created within the scope of this Agreement, such vacancies shall be filled wherever possible from within the bargaining unit. Such vacancies shall be filled on the basis of seniority provided that the applicants possess the necessary qualifications of the job and have the ability to perform the work. Notwithstanding the foregoing, in the case of vacancies or newly created positions within the classifications of either Support Aide or Maintenance Assistant, the Employer reserves the right to exercise the discretion to give hiring preference to students who are enrolled in an educational institution.
- 18.03 Where no applicant from within the bargaining unit possesses both the qualifications of the job and the ability to perform the work, the Employer may post the position externally at the expiration of the period specified in Article 18.01.
- 18.04 Temporary vacancies shall be posted and filled in accordance with 18.01, 18.02 and 18.03. The provisions of Article 7.06 of this Agreement will not apply as a result of any changes to the shift schedule which may occur through the operation of this Article.

ARTICLE 19 - PROBATIONARY PERIOD

- 19.01 New Employees shall serve a probationary period of seven hundred (700) hours worked, or six and one-half (6½) months, whichever occurs first. The Employer may reduce the probationary period or extend it by an additional four hundred and eighty-six (486) hours, upon the mutual agreement between the Employer, the Employee and the Union.
- 19.02 The Employer has the right to terminate the employment of a probationary Employee at any time and for reasons other than just cause during the probationary period and such termination shall not be subject to the grievance procedure.

ARTICLE 20 - TRANSFER AND PROMOTION

- 20.01 Upon transfer to a position with the same range of pay, the Employee shall retain the same rate of pay and anniversary date held in their former position.
- 20.02 The salary of an Employee promoted or classified to a higher classification shall be paid on the same step in the new classification that they occupied in their previous classification (i.e. they would move from start rate to start rate or job rate to job rate). The Employees' anniversary date shall not change.
- 20.03 Promotion will be based on job knowledge, experience, education, special skills, ability to supervise and other qualifications needed to fill the position. Where these factors are considered by the Employer to be relatively equal, seniority will be the deciding factor.
- 20.04 Any Employee transferred or promoted to a new classification within Appendix "A" shall serve a trial term of three (3) calendar months from the date of promotion to that position. The trial term shall only be extended by mutual agreement between the Employer and the Union.
- a) During the trial term if, in the opinion of the Employer, the Employee fails to demonstrate their suitability for that position, or upon the request of the Employee, the Employer shall remove the Employee from that position, and the Employee will be placed in their former classification and full-time equivalency (F.T.E), without posting and without any contravention of the posting provisions in Article 18, at her former basic rate of pay.

ARTICLE 21 - NOTICE BOARD

- 21.01 A suitable notice board will be made available to the Union for the purpose of posting notices of meetings. Other notices may be posted on such board provided they are first approved by the Employer. This notice board must be easily accessible and conspicuous to all Employees.

ARTICLE 22 - WORKERS' COMPENSATION

- 22.01 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 continue to receive her basic rate of pay provided she assigns over to the Employer, on proper forms, the monies due from the Workers Compensation Board for time lost due to accident. Employees shall only continue to receive their basic rate of pay for a period of one (1) month, after which time, only the monies received from the Workers' Compensation Board will be paid to the Employee.
- 22.02 An Employee receiving compensation benefits under Article 22.01 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, but shall suffer no loss of sick leave credits or vacation entitlements which had already accrued prior to Workers' Compensation benefits commencing.
 - c) not be entitled to Named Holidays with pay falling within the period of Workers' Compensation leave.
 - d) Employees shall pay their share of benefit premiums to the Employer on a monthly basis in order to continue their coverage.
- 22.03 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 advance notice shall not be required in the case of short term absence on Workers' Compensation leave that is 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 in the same position they held immediately prior to the disability.
 - b) incapable of performing the duties of their former position, but is capable of performing the duties of another position, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate the Employee to a position for which they are capable of performing the work entailed, upon the occurrence of the first such available vacancy.
 - c) incapable of performing the duties of any position, Sick Leave, Article 13, and Group Medical Benefits, Article 23, shall apply. Eligibility for benefits will be determined in accordance with those Articles.

- 22.04 The reinstatement of an Employee in accordance with this Article shall not be construed as being in violation of the posting and/or scheduling provisions of this Agreement.
- 22.05 Any and all obligations of the Employer shall be negated should the Employee fail to keep the Employer informed of the prognosis of their condition in writing on a monthly basis except for reasons acceptable to the Employer.

ARTICLE 23 - GROUP MEDICAL BENEFITS

- 23.01 The Employer agrees to pay up to fifty percent (50%) of the total premium cost for the Alberta Blue Cross Group Insurance Plan, including basic dental coverage, or equivalent to current coverage, and Employee Assistance Program for Permanent Full-time Employees and Permanent Part-time Employees who have completed the probationary period. The Employer agrees to notify the Union in writing of any changes to the insurance carrier one month in advance of any such change coming into effect. Decisions regarding coverage shall be determined by the insurer of such benefits and shall not be subject to the grievance and arbitration process. Participation in the benefit plan is mandatory for those Employees who are eligible unless they provide proof of similar or better coverage elsewhere.

Vision Care to increase from \$150 to \$300
Dental to increase from \$1,000 to \$2,500

- 23.02 Any money realized by the Employer through the operation of the Employment Insurance Rebate Program may be used by the Employer to off-set the cost benefit premiums.

ARTICLE 24 - UNIFORM ALLOWANCE

- 24.01 All Permanent Full-time and Permanent Part-time Employees who have completed their probationary period in accordance with Article 19, shall receive an allowance of one hundred and fifty dollars (\$150.00) annually on March 28th of each year during the term of this Agreement to cover part of the cost of uniforms. All classifications of employees shall be required to wear nursing scrubs, except maintenance employees who will be entitled to wear street clothes but are required to wear CSA approved work boots.
- 24.02 All Support Aides, Maintenance Assistants, Casual and Temporary Employees who have completed three hundred and fifty (350) hours of work shall receive an allowance of seventy-five dollars (\$75.00) annually on March 28th of each year during the term of this Agreement to cover part of the cost of uniforms as described in Article 24.01.

ARTICLE 25— SENIORITY

- 25.01 a) An Employee's seniority date shall be from the date on which an Employee's continuous service commenced within the bargaining unit. Employees will also accumulate seniority, during periods of:
- i) unpaid leaves of up to thirty (30) calendar days in duration; and
 - ii) maternity, parental or adoption leave in accordance with Article 14.06.
- b) Seniority shall not apply during the probationary period as per Article 19, however, once the probationary period has been completed, seniority shall be credited from the date of hire and an Employee's continuous service will run from that date.
- 25.02 The Employer shall maintain a seniority list showing the date upon which the Employee's continuous service commenced. An up-to-date seniority list shall be posted in places accessible to all employees by March 1st of each year with a copy to the Union.
- 25.03 Where an Employee in the bargaining unit accepts a position with the Employer which is excluded from the bargaining unit:
- a) seniority will be forfeited.
 - b) Notwithstanding 25.03 a), seniority will not be forfeited but cease to accrue while an Employee is in an excluded position if:
 - i) the Employee returns to a position in the bargaining unit within one (1) year of commencing the excluded position; and
 - ii) there is no break in service between leaving the excluded position and re-entering the bargaining unit.

ARTICLE 26 - PAY DAYS

- 26.01 Employees shall be paid for hours worked on a monthly basis as follows:
- a) Employees shall be paid for all hours worked on the 14th and 28th of each month, except where the 14th or 28th falls on a Saturday, Sunday or General Holiday when the preceding banking day shall be used.
 - b) Employees shall advise the CEO of any pay shortage at the earliest opportunity. Where the shortage is verified by the CEO, the Employee shall

be provided with a special pay cheque to rectify the shortage within three (3) office days of advising the CEO.

- 26.02 All monies will be deposited directly into the Employee's bank account. A statement of earnings will be made available to Employees by 3:00 P.M. on the day the deposit is made and placed in individual envelopes for each Employee.
- 26.03 The pay period is the period of time from the cut-off of one pay period to the cut-off of the next pay period. The cut-off will be four (4) office days prior to the 14th or 28th of each month. The cut-off date will be indicated on the work schedule at the time of posting.

ARTICLE 27 - DISCIPLINE

- 27.01 The Employer may discipline Employees by providing written disciplinary notices to Employees for poor conduct, unsatisfactory job performance or infraction of the Board's rules, regulations and policies. This does not prevent immediate suspension or dismissal for just cause. Copies of all written disciplinary notices issued shall be forwarded to the Board and President of the Union, and all written disciplinary notices shall be signed by the Employee and the CEO.
- 27.02 An Employee shall have the right at any time to have access to their personnel file during office hours upon providing the CEO with at least one (1) office day notice. The Employee shall be informed of their right to Union representation. No evidence from the Employee's personnel file may be introduced as evidence in any hearing of which the Employee was not aware at the time of filing.
- 27.03 After forty-eight (48) months following disciplinary action by the Employer the record of such disciplinary action shall be removed from the Employee's personnel file, provided there has been no further discipline. The Employee shall be responsible for requesting the removal of such discipline from their file after the forty-eight (48) month time has elapsed.

ARTICLE 28 - GRIEVANCE AND ARBITRATION PROCEDURE

28.01 Grievance Definitions

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

28.02 Authorized Representatives

- a) An Employee shall be assisted or represented by a Union representative when presenting a grievance.

28.03 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 General Holidays which are specified in Article 12.

28.04 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 her duties, except in cases of suspension or dismissal.
- d) A suspension or dismissal grievance shall commence at Step 2.
- e) Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, or where a group of Employees has a grievance, a policy or group grievance may be filed by the Union commencing at Step 2.
- f) Any grievance, with the exception of policy grievances, is to be submitted by the Union with the grievance being signed by both the Union representative as well as the Employee.

28.05 Steps in the Grievance Procedure

a) **Step 1**

An Employee who has a grievance shall, within fifteen (15) days of the date they become aware of, or reasonably should have become aware of, the occurrence which lead to the grievance, first discuss the matter with their immediate supervisor and union representation, and attempt to resolve the grievance at this stage. 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**

Within ten (10) days of discussing the grievance with the Employee's immediate supervisor in Step 1, the grievance shall be submitted, in writing, stating the Article of the Agreement claimed to have been violated, the nature of the grievance and the redress sought, to the CEO of the Westlock Foundation or designated representative who shall reply in writing within five (5) days of receiving the grievance. If the grievance is not settled at this stage, it may be advanced to Step 3.

c) **Step 3**

Within five (5) days of the reply from the CEO of the Westlock Foundation or designated representative, the Employee shall submit the grievance in writing to the Board of the Westlock Foundation. The Board of the Westlock Foundation shall hold a hearing within ten (10) days of receipt of the grievance. The Employee shall be entitled to have a representative of the Union present during the meeting. The Board shall render a written decision within five (5) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to arbitration.

28.06

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 seven (7) 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 seven (7) days endeavor to select 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) In the case of an Arbitration Board, the Chairman shall have the authority to render the decision with the concurrence of either of the other members, and a decision thus rendered or the decision of the single Arbitrator shall be final and binding on the parties.
- e) The Arbitration decision shall be governed by the terms of this Agreement and shall not alter, amend, or change the terms of this Agreement. If the Arbitration Board finds that an Employee was unjustly suspended or dismissed or that the degree of penalty was inappropriate to the offence, it may modify the penalty to what is deemed fair in the circumstances.
- f) Each of the parties to this 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.
- g) Any of the time limits contained in the Arbitration proceedings in accordance with Article 28.06, may be extended if mutually agreed to in writing by the parties.

ARTICLE 29 - PYRAMIDING

- 29.01 Except where expressly authorized in this Agreement, there shall be no pyramiding of premiums.
- 29.02 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 30 - NO STRIKE OR LOCKOUT

- 30.01 There shall be no strike, lockout or slowdown during the term of this Agreement.

ARTICLE 31 - PENSION PLAN

- 31.01 In this Article the term used shall have the meanings as described:
 - a) "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.
 - b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
 - i) the straight time component of hours worked on a holiday;
 - ii) holiday pay, for hours not worked; and

iii) vacation pay.

All other payments, premiums, allowances and similar payments are excluded.

c) "Eligible Employee" means any Employee in the bargaining unit who has seven hundred (700) hours of service.

31.02 Each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the plan.

31.03 The Employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

31.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the costs of benefits provided by the Plan, or be responsible for providing any such benefits or any other costs whatsoever.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties as per Article 31.02.

It is understood and agreed by the Employer and the Union that should current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified by the Collective Agreement as per Article 31.02, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation and in no case will the Employer's obligation to contribute to the Plan or assume additional costs exceed that defined in Article 31.02.

31.05 The Employer agrees to provide the CEO of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the CEO may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each Eligible Employee by Article 31.05 of this Collective Agreement are:

i) To Provide Once Only at Plan Commencement:
Date of Hire
Date of Birth

Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

- ii) To Be Provided with each Remittance:
 Name
 Social Insurance Number
 Monthly Remittance
 Pensionable Earnings
 YTD Pension Contributions
 Employer portion of arrears owing due to error, or late enrollment by the Employer
- iii) To Be Provided Once and if Status Changes
 Full Address as provided to the Home
 Termination date where applicable (MMDDYY)
- iv) To Be Provided Once if they are Readily Available:
 Gender
 Marital Status
 Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expenses of the Plan, unless the Employer is obligated by law to provide the information.

The Union will provide the Employer with at least thirty (30) days notice in writing should these requirements change.

- 31.06 The Employer agrees to be bound by the term of the Agreement and Declaration of Trust dated February 13, 1990, and the rules and regulations of the Plan adopted by the Trustees, both as they may be amended from time to time to the extent that the terms do not conflict or modify the obligations of the Employer as described in Article 31 of this Collective Agreement. Should such a conflict arise, the terms of the Collective Agreement shall prevail.

ARTICLE 32 - JOINT LABOUR MANAGEMENT COMMITTEE

- 32.01 The parties shall establish a Joint Labour Management Committee which will meet quarterly and shall be comprised of at least two (2) and up to four (4) representatives of both the Union and the Employer. The Union may request that the CUPE National Representative attend these meetings. The purpose of this Committee will be to discuss mutual concerns pertaining to the operations of the Foundation. These meetings will also assist the Employer and the Union in clarifying new practices or new policies. Minutes shall be taken and sent to the Employer and President of the Union. Recommendations of the Committee will not be subject to the grievance and arbitration process. The parties shall alternate chairing and taking minutes of the meeting.

ARTICLE 33 – OCCUPATIONAL HEALTH & SAFETY COMMITTEE

33.01 The parties shall establish a Health & Safety Committee which shall be comprised of two (2) representatives of both the Union and the Employer. The Health & Safety Committee shall hold, at minimum, quarterly meetings to jointly consider, monitor, inspect, investigate and review health and safety conditions and practices and to improve existing health and safety standards. Minutes shall be taken and sent to the Employer and President of the Union. Recommendations of the Committee will not be subject to the grievance and arbitration process. The parties shall alternate chairing and taking minutes of the meeting.

ARTICLE 34 – EMPLOYEE RECOGNITION POLICY

34.01 To celebrate Employees' length of service, the Employer will arrange for a modest annual reception, inviting the long-term Employees' spouse/significant other, co-employees, senior management and the Board.

34.02 The following outlines the recognition criteria for long service:

- (a) Employees with one (1) year of continuous service
 - Receive a Westlock Foundation pin.
- (b) Employees with five (5) years of continuous service
 - Receive a gift or gift certificate up to \$75.00 in value from the Employer.
- (c) Employees with ten (10) years of continuous service
 - Receive a gift or gift certificate up to \$150.00 in value from the Employer.
- (d) Employees with fifteen (15) years of continuous service
 - Receive a gift or gift certificate up to \$200.00 in value from the Employer.
- (e) Employees with twenty (20) years of continuous service
 - Receive a gift or gift certificate up to \$400.00 in value from the Employer.
- (f) Employees with twenty-five (25) years of continuous service
 - Receive a gift or gift certificate of up to \$600.00 in value from the Employer.
- (g) Employees with thirty (30) years of continuous service
 - Receive a gift or gift certificate of up to \$750.00 in value from the Employer.

The gift may be of a higher value if the Board provides prior approval.

34.03 The Finance Manager will prepare a list of employees who qualify for the Long Service Awards as part of the overall annual budget preparation process. If an employee does not attend the annual function, the Long Service Award will be presented by the Operations Manager.

34.04 In the event that there are no long-term employees who are eligible for recognition in a given year, or if the numbers are low, the formal event may be held the following year. The decision to postpone the event will be made by the Chief Executive Officer with input from the Management Team. If a formal annual event is not held, those employees who are eligible for a Long Service Award will still receive their gift. A modest in-house function for the employees and their co-workers may be held dependent on the number of years the employee(s) has worked and the number of employees involved. This is left to the Operations Manager's discretion.

IN WITNESS WHEREOF the parties have executed this Agreement by affixing hereto the signatures of their proper Officers in that behalf.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

TS

RSS

Kim Walmaley

Don Jensen

R. Switzer

Angela Parker

Robert D

APPENDIX 'A'

POSITION		START RATE	JOB RATE
COOK	Jan 1/09	\$13.65	\$16.05
	Jan 1/10	\$14.06	\$16.53
	Jan 1/11	\$14.48	\$17.03
HOUSEHOLD AIDE	Jan 1/09	\$12.62	\$14.77
	Jan 1/10	\$13.00	\$15.21
	Jan 1/11	\$13.39	\$15.66
SAFETY OFFICER (with training)	Jan 1/09	\$13.76	\$16.11
	Jan 1/10	\$14.17	\$16.59
	Jan 1/11	\$14.59	\$17.08
SAFETY ASSISTANT (without training)	Jan 1/09	\$12.77	\$14.96
	Jan 1/10	\$13.15	\$15.40
	Jan 1/11	\$13.54	\$15.86
INVENTORY SUPPLY	Jan 1/09	\$12.62	\$14.77
	Jan 1/10	\$13.00	\$15.21
	Jan 1/11	\$13.39	\$15.66
RECEPTIONIST	Jan 1/09	\$13.39	\$15.68
	Jan 1/10	\$13.79	\$16.15
	Jan 1/11	\$14.20	\$16.63
MAINTENANCE SUPERVISOR	Jan 1/09	\$16.16	\$18.25
	Jan 1/10	\$16.64	\$18.79
	Jan 1/11	\$17.13	\$19.35
MAINTENANCE WORKER	Jan 1/09	\$13.91	\$16.10
	Jan 1/10	\$14.32	\$16.58
	Jan 1/11	\$14.74	\$17.07
MAINTENANCE ASSISTANT	Jan 1/09	\$10.76	\$12.27
	Jan 1/10	\$11.08	\$12.64
	Jan 1/11	\$11.42	\$13.02
ACTIVITY COORDINATOR (with certification)	Jan 1/09	\$13.54	\$15.48
	Jan 1/10	\$13.94	\$15.94
	Jan 1/11	\$14.35	\$16.41
ACTIVITY COORDINATOR (without certification)	Jan 1/09	\$12.88	\$14.72
	Jan 1/10	\$13.26	\$15.16
	Jan 1/11	\$13.65	\$15.61

SUPPORT AIDE	Jan 1/09	\$9.97	\$11.51
	Jan 1/10	\$10.26	\$11.85
	Jan 1/11	\$10.56	\$12.20

All rates are expressed in hourly rates of pay. For all classifications, except Support Aide and the Maintenance Assistant, employees will advance to the Job Rate after 700 hours worked. In the case of Support Aide and Maintenance Assistant, employees will advance to the Job Rate after 350 hours worked.

LETTER OF UNDERSTANDING #1

BETWEEN

The Board of the Westlock Foundation

-and-

The Canadian Union of Public Employees, Local 2832

Re: Personal Days

The Parties agree to the following:

1. Employees will have the option of using accrued days from their sick leave bank for paid days off to attend to personal business without any necessity to establish illness or provide a reason for the absence, up to a total of three (3) days per calendar year.
2. In order to be able to use personal days, as described in paragraph 1 of this Letter of Understanding, the Employee must have sufficient accrued sick days accumulated pursuant to Article 13.
3. The Employee will earn the right to take personal days as described in paragraph 1. of this Letter of Understanding, on the basis of one (1) personal day every four (4) months worked provided the Employee has not used more than one (1) day of accrued sick leave during that four (4) month period and the requirement described in paragraph 2 of this Letter of Understanding is satisfied.
4. An Employee must provide the Employer with at least three (3) week days' notice of the intention to take a personal day described in this Letter of Understanding. Where the Employee provides reasons acceptable to the Employer, less notice may be permitted where operational requirements allow.
5. This Letter of Understanding will expire and be null and void effective December 31, 2011.

ON BEHALF OF THE EMPLOYER:

TSO

Sup. ASUP

Tim Walmsley

Don Jones

Date: May 5/2009

ON BEHALF OF THE UNION:

R. B...

Anjel...

Reddy

Date: May 5/2009

LETTER OF UNDERSTANDING #2

BETWEEN

The Board of the Westlock Foundation

-and-

The Canadian Union of Public Employees, Local 2832

Re: Full-time Employment Initiative

The Parties agree to the following:

1. During the first (1st) year of this Collective Agreement, running from the date of ratification or January 1, 2009, whichever is later, the Employer will review current staffing whenever a permanent part-time vacancy occurs and endeavor to identify opportunities to create permanent full-time positions.
2. During the period outlined in paragraph 1 of this Letter of Understanding, the Employer may offer current permanent part-time Employees additional regular hours of work which result from a permanent part-time vacancy, up to a full F.T.E. without the necessity of posting the position. The Employee has no obligation to accept such offer and will not have their regular hours of work reduced as a result of refusal.
3. The Employer will provide the Union with written notice of all offers made in accordance with paragraph 2 of this Letter of Understanding as well as written confirmation of whether such offer was accepted or rejected.
4. This Letter of Understanding will expire at the end of period outlined in paragraph 1 of this Letter of Understanding.

ON BEHALF OF THE EMPLOYER:

RSK

RSK

Kim Walmsley

Don Jones

ON BEHALF OF THE UNION:

Angela Pantey

Angela Pantey

Bob Day

Date: May 5/2009

Date: May 5/2009

LETTER OF UNDERSTANDING #3

BETWEEN

The Board of the Westlock Foundation

-and-

The Canadian Union of Public Employees, Local 2832

Re: Assigned Training Premium

The Parties agree to the following:

1. If assigned staff training duties by the Employer, the Employee so assigned will receive an allowance of one dollar (\$1.00) per hour for every hour so assigned. Article 29 shall not be applicable to this allowance.
2. This Letter of Understanding will expire and be null and void effective December 31, 2011.

ON BEHALF OF THE EMPLOYER:

TS

 _____ RSD

ON BEHALF OF THE UNION:

_____ TS

Date: May 5/2009

Date: May 5/2009

LETTER OF UNDERSTANDING #4

BETWEEN

The Board of the Westlock Foundation

-and-

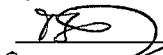
The Canadian Union of Public Employees, Local 2832

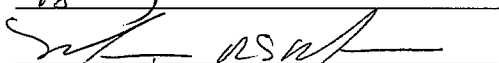
Re: Wage Re-Opener

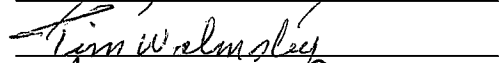
The Parties agree to the following:

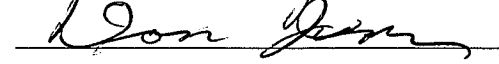
1. If the Employer receives dollars over and above the money which results from Provincial Government funding formula in place at the date of ratification of Collective Agreement or January 1, 2009, whichever is later, and those dollars or any portion of those dollars specifically designated to employee wages, the Employer is obligated to provide written notice to the Union, no later than thirty (30) days following the receipt of such money.
2. The Union may serve written notice of at least thirty (30) days from receipt of the notice described in paragraph 1 of this Letter of Understanding on the Employer of their desire to meet for the purpose of re-negotiating Appendix "A" only.
3. This Letter of Understanding will expire and be null and void effective December 31, 2011.

ON BEHALF OF THE EMPLOYER:

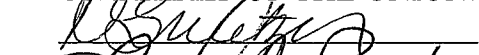


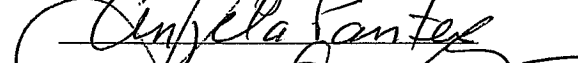





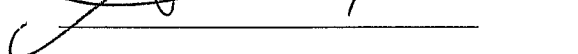


ON BEHALF OF THE UNION:









Date: May 5/2009Date: May 5/2009

LETTER OF UNDERSTANDING #5

BETWEEN

The Board of Westlock Foundation

- and -

The Canadian Union of Public Employees, Local 2832

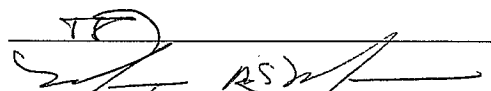
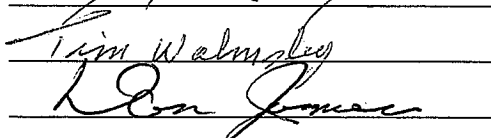
Re: Pembina Lodge Cook Hours

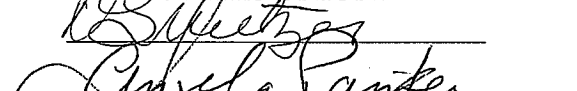
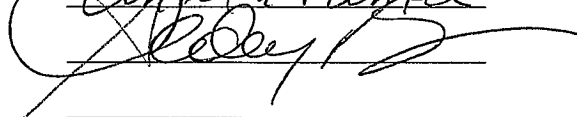
Both Parties agree to the following:

1. Notwithstanding the provisions of Article 7, the position of Cook, at the Pembina Lodge, regular hours of work and shifts will be based upon a compressed work week arrangement with scheduled hours of work, to be paid at the regular rate, not to exceed twelve (12) hours per day or eighty (80) hours per fourteen (14) day period. Both Parties agree to have periodic discussions to review the effectiveness of this schedule and should any problem arise it is agreed that a sincere attempt shall be made by both Parties through discussion to resolve the problem.
2. Should either Party wish to cancel this Letter of Understanding thirty (30) days notice shall be given by either the Employee or the Union and the Hours of Work shall revert back to the current collective agreement language.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

Date: May 5/2009Date: May 5/2009