

# **COLLECTIVE AGREEMENT**

**Between**

**TRIPLE A LIVING COMMUNITIES INC.  
Monterey Place  
(hereinafter referred to as the “Employer”)**

**And**



**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 8  
(hereinafter referred to as the “Union”)**

January 1, 2007 to December 31, 2010



Canadian Office & Professional Employees  
Local #491

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## **ARTICLE 1 - PURPOSE**

- 1.01 It is the desire of the parties to this Agreement to maintain harmonious relations between the Employer and the Union to work together in the promotion of the highest standard of care and services in the Care Centre.

## **ARTICLE 2 - TERM**

- 2.01 This Agreement shall be effective from January 1<sup>st</sup>, 2007 and shall continue in effect up to and including, December 31, 2010 and shall continue automatically thereafter during annual periods of 1 year each, unless either party notifies the other in writing between sixty (60) days to one hundred and twenty (120) days prior to the expiration date that it desires to amend or terminate the Agreement.
- 2.02 If, pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of the new Agreement or completion of the proceedings prescribed under the Alberta Labour Relations Code.

## **ARTICLE 3 - SCOPE AND RECOGNITION**

- 3.01 The Union is hereby established as the sole collective bargaining agent for the Employees and the Employer undertakes that it will not enter into any other Agreement or contract with the Employees either individually or collectively which may be in conflict with the terms of this Collective Agreement.

The Union or any member thereof shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer on a grievance or negotiating a Collective Agreement with the Employer.

## **ARTICLE 4 - DEFINITION OF EMPLOYEES**

An "Employee" shall mean any Employee of the Employer for whom the Union has been certified as the bargaining agent or for whom the Union has attained the status of bargaining agent through Certification, and whose employment is designated as Regular Full-time, Regular Part-time or Casual.

Where the feminine pronoun is used in this Agreement it shall mean and include the masculine pronoun where the context so requires.

### **4.01 Regular Full-Time Employees**

A Regular Full time Employee is one who regularly works 75 to 80 hours in a semi-monthly pay period as defined in Article 19 – Hours of Work.

#### 4.02 **Regular Part-Time Employees**

- (a) A Regular Part-time Employee is one who is regularly scheduled to work less than full-time hours.
- (b) It is understood and agreed that Regular Part-time Employees shall have first preference for the available work listed in 4.03(a). Regular Part-time Employees working extra hours under this arrangement will not be entitled to Overtime on these hours unless they qualify under the Overtime provisions in Article 20. In no case will the Employer be obliged to use a Regular Part-time Employee such that doing so would create an overtime situation.
- (c) It is understood and agreed that Permanent Part-time Employees will accrue seniority by regular hours worked.

#### 4.03 **Casual Employees**

- (a) A Casual Employee is one who is called in to work occasionally, usually on a call basis for relief purposes, but who does not work a regular schedule or does so only for a specified time. Casual Employees have the right of refusal.

A record will be kept of hours worked by casual Employees and in the event the casual Employee is accepted for permanent Full Time or permanent Part Time employment, the casual Employee will be credited with seniority equivalent to the hours worked within two years prior to acceptance for the permanent Full Time/Part Time employment.

Notwithstanding the foregoing, the Employee is subject to completion of Probation as per Article 10 based on the actual permanent, not adjusted, date of hire into the position.

- (b) Casual Employees are covered by all articles of this Collective Agreement except:

- Article 10 - Probationary Employees
- Article 11 - Seniority
- Article 14 - Leave of Absence
- Article 16 - Leave of Absence for Union Business
- Article 17 - Bereavement Leave
- Article 18 - Jury and Witness Duty
- Article 19 - Hours of Work
- Article 24 - Statutory Holidays (except for Clause 24.02)
- Article 25 - Vacation (except for Clause 25.05)
- Article 26 - Sick Leave
- Article 27 - Health Care and Insurance Provisions
- Article 28 - Layoff and Rehire
- Article 29 - Retroactivity

## **ARTICLE 5 - UNION SECURITY**

- 5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practiced upon any Employee because of membership in the Union.
- 5.02 The Employer shall deduct from the pay of each Employee such dues and assessments as may be established and amended from time to time by the Union. Such sums shall be remitted to the Treasurer of the Union not later than the 15<sup>th</sup> day of the following month in which the dues were deducted, along with a list of the Employees showing Regular Full-Time, Regular Part-Time, and Casual Employees; their address and phone number; and the amount deducted from the pay of each Employee.
- 5.03 Dues deductions shall commence effective the date of the ratification of this Agreement. The Union shall keep the Employer advised as to the amount of such deductions.
- 5.04 The Employer will note the individual Union dues deducted and enter the amount on T4 slips issued to Employees for tax purposes.
- 5.05 A local Union Representative may make a presentation with respect to the structure of the Local, as well as the rights, responsibilities, and benefits under the Collective Agreement to new Employees. This presentation may be done in the staff lunchroom provided it is done on the Employees' and Union Representatives' own time.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.01 Subject to the provisions of this Agreement, the Union acknowledges that it is the exclusive function of the Employer to manage its operations and direct the working force, including but not limited to the following:
  - (a) The right to maintain order, discipline and efficiency, to formulate and enforce rules and regulations, policies and practices to be observed by Employees; to change and abolish rules and practices as the Employer sees fit; and to discipline, suspend and discharge Employees for just cause.
  - (b) The right to direct, select, hire, transfer, assign to jobs and shifts, promote, demote, classify, lay off and recall Employees subject to the provisions in this Agreement.
  - (c) The sole and exclusive right and jurisdiction over all operations shall be vested in the Employer, including the rights to schedule operations and number of shifts; to determine, evaluate, and implement processes and methods of service delivery, job content and standards including improvements as necessary, to determine the number of Employees needed, the number of hours and days to be worked as well as the starting and quitting time; and to subcontract work as deemed necessary.

- 6.02 Notwithstanding the foregoing, the Employer retains all right not expressly limited by the terms of this Agreement.

#### **ARTICLE 7 - DISCRIMINATION**

- 7.01 The Employer and the Union shall at no time discriminate against any Employee by reason of race, color, national origin, political or religious affiliation, sex, age, sexual preference, mental or physical disability, marital status, nor for reason of membership in the Union.

#### **ARTICLE 8 - SHOP STEWARDS**

- 8.01 The Employer shall be advised in writing, by letter to the Director of Care, the names of Shop Stewards and notified of any changes of Shop Stewards as may occur from time to time.
- 8.02 The Employer agrees that a Shop Steward shall be allowed to attend meetings, as required with the Employer, without loss of pay, for the purposes of resolving grievances.
- 8.03 The Union acknowledges that Shop Stewards must continue to perform their regular duties except for meetings with their Employer as specified in Article 8.02 above. It is agreed by the Union that as far as possible, activities of the Shop Stewards shall be carried on outside of their regular working hours.
- 8.04 It is agreed that the Union's Monterey Place Executive Member and 2 other Members of the Union shall be granted leave of absence without pay as required during normal working hours for purposes of negotiations for a new or revised Collective Agreement.
- 8.05 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

#### **ARTICLE 9 - GRIEVANCES**

- 9.01 When a difference arises between the Employer and an Employee concerning the interpretation, application, operation or an alleged violation of this Agreement, the Employee shall continue to work in accordance with the Agreement until the difference is settled, except in the case of suspension or dismissal.
- 9.02 An Employee shall have the right to be accompanied by a Union Representative at each step of the resolution process. Union representation must be at the express request of the Employee at Step 1.
- 9.03 An earnest effort shall be made to resolve grievances in the following manner.

### Step 1

Employees believing they may have a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with the Director of Care within seven (7) days of becoming aware of, or reasonably should have become aware of, the occurrence. A sincere effort shall be made by both parties to resolve the problem at this level. The Director of Care shall advise the Employee of the decision within seven (7) days of discussing the matter. If there is no resolution at Step 1 then go to Step 2.

Employees alleging dismissal or suspension without just cause may commence their grievance at Step 2, within seven (7) days of the occurrence.

### Step 2

Within seven (7) days of the Step 1 decision, the grievance may be forwarded, in writing, by the Union to the Employer's Human Resources Representative, specifying the nature of the grievance, the Article(s) alleged to have been breached, and the redress sought. The Human Resources Representative may meet with the Union and the Employee within seven (7) days of receipt of the grievance. In any event a decision, in writing, will be rendered within seven (7) days. The Employer reserves the right to adjust their representatives at Step 1 and Step 2 of the Grievance Procedure.

If no resolution at Step 2 then go to:

### Step 3 – Arbitration

- (a) Within twenty-five (25) days of receiving the decision of the Director/Designate, the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration; and shall inform the Employer of the Union's nominee to the Arbitration Board. The Employer shall, within twenty-five (25) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board.
- (b) The two nominees shall, within fourteen (14) days, appoint a third person who shall be the Chair of the Arbitration Board. If the two nominees fail to agree upon a Chair within the time limits, the Chair shall be appointed by the Minister of Labor for the Province of Alberta.
- (c) The Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of the majority of the Arbitration Board shall be final and binding upon the parties and upon the Employee(s) affected by it. When there is no majority decision, the decision of the Chair shall be the decision of the Board.
- (d) Either party, within ten (10) days from receipt of the Board's decision, may apply to the Chair of the Arbitration Board to reconvene the Board for purposes of clarifying the decision.

- (e) The Arbitration Board, by its decision, shall not alter, amend or change the provisions of this Collective Agreement.
- (f) Each of the parties to the Agreement shall bear the fees and expenses of their own nominee and witnesses, and the fees and expenses of the Chair shall be shared equally between the parties.
- (g) As an alternative to a Board of Arbitration, the Employer and the Union may, by mutual agreement, employ the use of a single Arbitrator to settle the matter in dispute. The fees and expenses of the single Arbitrator shall be shared equally between the parties.

9.04 At any stage of the Grievance Procedure, including Arbitration, the parties may have the assistance of the Employee or Employees concerned as witnesses. All reasonable arrangements will be made to permit conferring parties or the Arbitrator to have access to any part of the Care Centre to view any working conditions, which may be relevant to the settlement of the grievance

9.05 Throughout this article the reference to “days” shall not include Saturdays’, Sundays’ or Named Holidays.

9.06 The time limits specified throughout the steps may be extended by mutual consent in writing between the Union and the Employer.

9.07 Should the Employer or the Union fail to comply with any time limits in the Grievance procedure, the grievance will move to the next Step unless the parties have mutually agreed, in writing, to extend the time limits.

9.08 **Union 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 at Step 2 providing the Union initiates the policy grievance within twenty (20) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.

9.09 **Employer Policy Grievance**

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Union or any Employee of this Agreement. The grievance shall be submitted to the Union President/Designate with a copy sent to the National Representative within twenty (20) days of the date the Employer became aware of, or reasonably should have become aware of the occurrence. The Union shall respond in writing within seven (7) days after receiving the grievance.

Failing settlement the grievance may be referred to Step 3, it being understood that the Employer is the grievor.

## **ARTICLE 10 - PROBATIONARY EMPLOYEES**

- 10.01 A newly hired Employee must successfully complete a probationary period of three (3) months. The Employer may extend the probationary period for an additional three (3) months and the Employee and Union shall be so notified.
- 10.02 On or before the expiry date of the probationary period, the Employer will advise the Employee of its decision to confirm the Employee's appointment to the position as they have successfully completed the probationary period.
- 10.03 A probationary Employee who becomes the successful applicant for a different job classification is required to complete a new probation period of two (2) months, commencing from the start date of the new classification and the Union shall be so advised.
- 10.04 An Employee may be terminated any time during the initial probationary period as per 10.01 and 10.03 without recourse to the grievance procedure.

## **ARTICLE 11 - SENIORITY**

- 11.01 Seniority is defined as the length of continuous employment at Monterey with the Employer, since the date of last hire to a permanent full time position including the time served prior to the Union certification. Employees do not accrue seniority during their probationary period.

Employees will continue to accrue seniority during:

- (a) Periods of sick leave;
  - (b) Leaves of absence with pay;
  - (c) Bereavement leave;
  - (d) Jury duty;
  - (e) Paid vacations;
  - (f) When in receipt of Workers' Compensation;
  - (g) While on Union leave of absence;
  - (h) While on maternity or parental leave
- 11.02 An up to date seniority list shall be sent to the Union in December of each year. The Seniority List will indicate the Employee's names alphabetically.
- 11.03 Upon two (2) days written notice (excluding Saturdays', Sundays', and Named Holidays') to the Employer, an Employee will be provided with their current seniority status. Employees may make one request per year.

11.04 Seniority status, once acquired, will be lost only for the following reasons:

- (a) Voluntary resignation
- (b) Discharge for cause
- (c) Layoff in excess of six (6) months
- (d) Termination for any cause
- (e) Failure to return to work on the day specified by the Employer. An Employee who fails to do so shall forfeit any claim to reemployment
- (f) Absence from work without leave of absence being granted by the Employer

## **ARTICLE 12 - PROMOTIONS, TRANSFERS, AND VACANCIES**

- 12.01 The Employer undertakes the responsibility of posting all full time permanent job vacancies on designated notice boards. Such posting shall remain on the notice boards for a period of five (5) working days and shall outline the qualifications, rate of pay, shift schedule, the assignment (i.e. the Floor), the department concerned and indicate the date and time of posting.
- 12.02 In filling posted positions, applications from Employees shall be given first consideration and the senior applicant shall fill the vacancy provided she demonstrates the requisite knowledge, efficiency, experience, and acceptable performance at the discretion of the Employer.
- 12.03 The Employer is free to temporarily fill a vacancy as it sees fit during the posting period and up to the time an appointment is made; and no grievance may be filed concerning such temporary arrangements until a selection has been made. The vacancy will be filled provided there is a qualified candidate. Notwithstanding this, the posting may be cancelled if the operational requirements of the Employer change during the term of the posting, in which case, candidates will be so notified.
- 12.04 If no applications are received by completion of the posting time, the Employer may fill the vacancy at its discretion.
- 12.05 All internal applicants shall be informed of their status relative to the completion of the competition by Employer Notice of Successful Applicant posted on the Bulletin Board for three (3) days following the notification of the candidate of her success in the competition.
- 12.06 Employees who are required by the Employer to work in a different job classification, shall receive their current rate of pay or the appropriate rate of pay for the different classification whichever is the greater, for all hours worked in that classification.
- 12.07 When a regular Employee is the successful applicant for a different job classification, they will receive the appropriate rate of pay for the new job classification.

- 12.08 If an Employee in one job classification is the successful applicant for a different job classification she will be considered on a trial period in her new job classification for 2 weeks commencing from the start date of the new job classification. During this trial period the Employee may choose to return or the Employer may direct the regular Employee to return to a position equivalent to their former position and basic rate of pay without loss of seniority.

### **ARTICLE 13 - BULLETIN BOARDS**

- 13.01 The Employer agrees to supply and make available to the Union, for the posting of seniority lists and Union notices, one (1) bulletin board in such a place so as to inform all Employees in the bargaining unit of the activities of the Union. The Employer reserves the right to remove items it finds objectionable and return them to the President of the Local. It is the responsibility of the Union to ensure the bulletin board is maintained in an orderly state.

### **ARTICLE 14 - LEAVE OF ABSENCE**

- 14.01 Subject to the approval of the Employer in writing, an Employee may request in writing, a Leave of Absence without pay to a maximum of thirty (30) calendar days. A request for leave must be made at least two (2) weeks prior to the commencement of the Leave. A Leave of Absence may be granted at the discretion of the Employer, provided the Employee has exhausted all vacation time earned up to the time of the leave of absence request. Such leave may be extended by additional periods of thirty (30) calendar days with the written approval of the Employer.
- 14.02 (a) Employees who are on a leave of absence will not engage in any gainful employment with any other Employer while on such leave, unless otherwise agreed by the Union and the Employer. Any Employee who engages in gainful employment while on a leave of absence will forfeit all seniority rights and privileges contained in this Agreement.
- (b) Any Employee who has been granted a leave of absence of any kind and overstays their leave, except in emergency situations, shall be considered to have terminated their employment without notice.
- (c) To qualify for a leave of absence except in cases of emergency, the Employee must have completed one (1) year of service with the Employer.
- (d) All requests for leave of absence must be submitted to the Director of Care for final approval. Requests shall not be unreasonably denied.

## **ARTICLE 15 - PARENTAL LEAVE**

Parental Leave will be granted on the basis of the provisions in the Employment Standards Code. Employees should refer to the full text of Division 7 of the Code to ensure they comply with notice provisions for Leave.

- 15.01 A pregnant Employee who has been employed by the Employer for at least 52 consecutive weeks is entitled to Maternity Leave of fifteen weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery provided at least six (6) of the weeks are taken immediately following the date of delivery.
- 15.02 An Employee is entitled to Parental Leave of thirty-seven (37) weeks:
- (a) immediately following the last day of maternity leave,
  - (b) if the Employee has been employed by the Employer for at least 52 consecutive weeks,
  - (c) if the Employee is an adoptive parent who has been employed by the Employer for at least 52 consecutive weeks.

If Employees described as above are parents of the same child, the parental leave granted may be taken in its entirety by one Employee or shared by the Employees.

## **ARTICLE 16 - LEAVE OF ABSENCE FOR UNION BUSINESS**

- 16.01 Provided the efficiency of the work site shall not in any case be disrupted, the Employer shall grant Leave of Absence without pay, and without loss of seniority, to Employees to attend Union conventions, seminars, education classes, or other Union business.
- 16.02 The Employee must request time for such leave in writing to the Director of Care at least one (1) week prior to the commencement of the Leave. Granting requests for such leave will be dependent on the needs of the operation and shall not be unreasonably denied.

## **ARTICLE 17 - BEREAVEMENT LEAVE**

- 17.01 When a death occurs in the immediate family of an Employee, the Employee shall be granted paid bereavement leave of not more than three (3) days, commencing or ending with the day of the funeral, or three (3) days including the day of the funeral.
- 17.02 It is agreed that immediate family shall mean the following members of an Employee's family or the family of their spouse, including common-law spouse or same gender partner, wife, husband, child, mother, father, grandfather, grandmother, grandchild, brother, sister, guardian.

- 17.03 Bereavement leave shall be extended by up to two (2) additional days with no loss of income if travel out of province is necessary for the purpose of attending the funeral. At the time of bereavement leave notification, the Employer may request reasonable evidence of travel out of province.
- 17.04 Bereavement leave with pay may be granted for one (1) day for the funeral/memorial service of a close friend or more distant relative than outlined in 17.02 depending on the needs of the operation.
- 17.05 An Employee may be granted up to a month's leave of absence without pay, upon an approved leave from the Employer upon the death of an immediate family member.

#### **ARTICLE 18 - JURY AND WITNESS DUTY**

- 18.01 An Employee who is subpoenaed by the Crown for jury duty or as a witness for the Crown shall not lose any pay because of such service, provided the amount paid for such service is promptly repaid by the Employee to the Employer. The Employee must present proof of service and shall notify the Employer immediately upon receipt of notification that the Employee has been subpoenaed by the Crown.

#### **ARTICLE 19 - HOURS OF WORK**

- 19.01 The hours of work for regular Full-Time Employees, exclusive of meal times, shall be seven and a half (7.5) to eight (8) hours per day and seventy-five (75) hours to eighty (80) hours per two (2) week period or an equivalent mutually agreed to by the Employer and the Union.
- 19.02 (a) The work week shall be arranged to permit Regular Employees to have every second weekend scheduled off.
- (b) Regular Employees will not normally be scheduled to work more than six (6) consecutive days with each shift being less than or equal to seven and a half (7.5) to eight (8) hours subject to Article 4.02(a)
- 19.03 Except for casual shifts, once schedules have been assigned, no changes will be made by either party without mutual Agreement or by way of posting to a new schedule.
- 19.04 The Employer agrees to schedule hours so there shall be a minimum of twelve (12) consecutive hours off duty between the completion of one shift and the commencement of the next. Employees may waive their right to twelve (12) consecutive hours off duty between shifts in writing to the Employer.

- 19.05 On the date of conversion from Daylight Savings time to Mountain Standard Time, Employees who work in excess of their regular hours of work will be paid at the applicable overtime rate for those hours. On the date of conversion back to Daylight Savings time, Employees will be paid for their actual hours of work.
- 19.06 **Lunch or Meal Periods**  
An unpaid meal period of thirty (30) minutes shall be provided for all Employees and such meal period shall be uninterrupted except in the case of emergency. Any Employee who is required to remain available and in the facility during their meal period shall be paid for that meal period.
- 19.07 **Relief Periods**  
Employees will be allowed one fifteen (15) minute relief period in each four (4) hour shift or period, without reduction in pay and without increasing the regular working hours.
- 19.08 Regular Employees currently working a fixed shift (i.e. only nights, only days or only evenings) shall remain on their fixed shift unless otherwise mutually agreed between the Employer and the Employee.
- 19.09 Weekend Premiums will be paid at the rate of \$1.25 per hour for all hours worked between 7:00 a.m. Saturday and 7:00 a.m. Monday. Such premiums apply to Patient Care Attendants and Licensed Practical Nurses.
- 19.10 Shift Premiums will be paid at the rate of \$.75 per hour for all hours worked between 3:00 p.m. and 7:00 a.m. Monday to Friday. Such premiums apply to Patient Care Attendants and Licensed Practical Nurses.

## **ARTICLE 20 - OVERTIME**

- 20.01 The parties agree that overtime shall be voluntary and that the Employer shall determine when overtime is necessary and for what period of time it is required. All overtime must be authorized by the Director/Designate, other than when staff is required to remain on shift waiting for their replacement.
- 20.02 Overtime Provisions are as per Employment Standards Code.

## **ARTICLE 21 - WAGES**

- 21.01 Wages shall be paid in accordance with Appendix "A", attached to and made part of this Agreement. Wages as contained in Appendix "A" attached are rates which may be adjusted due to market demands at the discretion of the Employer during the term of this Agreement. Should the need arise to make such an adjustment, the adjustment will be made to the classification and the Union notified of same.

21.02 Any Employee whose rate of pay is higher than the rate of pay for her classification as per Appendix A will be red-circled at that rate until the rate for her classification meets or exceeds that rate.

**ARTICLE 22 - MINIMUM REPORTING ALLOWANCE**

22.01 The Employer will notify any Employee who is not required for her regular shift, either orally or by message left at the Employee's last known residence, prior to the start of that shift. Should the Employer fail to take this action and the Employee reports to work, the Employee will be entitled to a minimum of three (3) hours pay at not less than the Employee's regular rate provided that, if requested by the Employer, the Employee shall perform a minimum of three (3) hours of such available work as the Employer may assign at the Employee's regular rate of pay.

**ARTICLE 23 - PAY DAY**

23.01 The Employer agrees that wages shall be paid on the 15<sup>th</sup> and the last day of the month, by direct deposit into the Employee's account at a major banking institution of the Employee's choice. If a pay day falls on a non-business day, pay cheques will be made available on the last business day of the month. The Employee will receive a statement of earnings with all deductions on the day preceding payday.

**ARTICLE 24 - STATUTORY HOLIDAYS**

24.01 The following days shall be recognized as paid holidays:

- |                   |                         |
|-------------------|-------------------------|
| 1. New Year's Day | 6. August Civic Holiday |
| 2. Family Day     | 7. Labour Day           |
| 3. Good Friday    | 8. Thanksgiving Day     |
| 4. Victoria Day   | 9. Remembrance Day      |
| 5. Canada Day     | 10. Christmas Day       |
|                   | 11. Boxing Day          |

and any day proclaimed as a holiday by either the Federal, Provincial or Municipal government.

24.02 Recognized Holiday provisions are as per Employment Standards Code

## ARTICLE 25 - VACATION

- 25.01 Regular full-time and Regular part-time Employees covered by this Agreement shall receive the vacation with pay as per Employment Standards Code as follows:
- (a) Two (2) weeks after each of the first four (4) years of employment;
  - (b) Three (3) weeks after five (5) consecutive years of employment and each year of employment after that.

For the purpose of calculating eligibility for vacation, the vacation year shall be the period of June 1<sup>st</sup> of any year to May 31<sup>st</sup> of the following year. Calculations of hours worked for vacation entitlement increases shall coincide with the vacation year ending May 31<sup>st</sup>.

- 25.02 The Union recognizes the Employer's requirements that staff be available at all times to ensure efficient operation of the Care Centre. The Employer will give reasonable consideration to an Employee's request for vacation dates of the Employee's choice in order of the Employee's seniority. The final right to determine vacation is vested in the Employer.

All regular Employee's should indicate their choice of vacation dates by April 1<sup>st</sup> and any Employee who fails to submit a "Request for Days Off Form" will have waived their right to their choice of vacation period over other Employees, regardless of their seniority standing. Vacation time will not normally be approved for the period between December 15<sup>th</sup> and January 15<sup>th</sup>. The Employer will, not later than May 31<sup>st</sup>, post a schedule of vacation for all regular Employees who have indicated their vacation preference.

- 25.03 (a) Permanent Full-time Employees will continue to receive their normal cheques while on vacation.
- (b) Vacation earned in one employment year is taken in the "next" employment year.
- 25.04 All vacation with pay earned in accordance with Article 25.01, shall be paid on the final pay of an Employee whose employment has ended.
- 25.05 Casual Employees shall be paid earned vacation pay on each pay day. Casual Employees earn vacation pay at 4% of the Casual Employee's earnings.
- 25.06 Employees shall be provided with their current vacation entitlement accruals on each pay day statement of earnings.

## ARTICLE 26 - SICK LEAVE

Pay for sick leave is for the sole and only purpose of protecting Employees against loss of income when they are legitimately ill or unable to work due to a non-W.C.B. compensated injury and will be granted to regular Employees on the following basis providing sick leave credits are available. Employees reimbursed by an outside party for time lost shall reimburse their sick leave bank.

- 26.01 (a) After completion of the probationary period (Article 11.01) Employees shall be granted sick leave credits for personal illness from the date of employment.

Such credit shall be granted on the basis of 10 days per year of employment. Sick days used must be re-earned. Should an Employee not utilize the full number of sick days earned, she may carry the outstanding days, to a maximum of five (5) days, into the following year. At no time will an Employee have more than 15 sick days accumulated.

- (b) Regular part-time Employees shall be credited with sick leave credits on a pro-rated basis of regular hours worked.

26.02 Sick leave credits shall not accrue during any absence or leave.

- 26.03 (a) Regular Employees granted sick leave shall be paid for the period of such leave at their current hourly rate of pay. The number of hours paid shall be deducted from their accumulated sick leave credits up to the total amount of the regular Employee's accumulated credits at the time the sick leave commenced.

- (b) Compensation under the Workers' Compensation Act shall not be charged against accumulated sick leave credits granted in accordance with Article 26.01.

26.04 (a) Employees unable to report for scheduled work on account of personal illness must notify the Employer with as much notice as possible.

- (b) During an illness of undetermined length, the Employee will notify the Employer of their progress weekly and provide the Employer with written notice of at least one (1) weeks notice of their readiness to return to work.

- (c) Sick relief shifts accepted by part-time Employees may be canceled by the Employer, with as much advance notice as possible, when the regular incumbent returns to work.

26.05 The Employer may require an Employee absenting themselves on account of personal illness for two (2) days or more to furnish a doctor's note issued by a qualified medical practitioner certifying the Employee was unable to work due to personal illness.

Notwithstanding the foregoing, the Employer may require an assessment by a recognized Occupational Health doctor in the event the absence precedes or follows a statutory holiday, vacation, or weekend and/or where there appears to be, in the opinion of the Employer, a pattern of absenteeism. Such an assessment will be at the cost of the Employer.

- 26.06 (a) If sick leave credits are exhausted before the Employee is able to return to work and, if no sick leave benefits such as those provided under Employment Insurance legislation are available to them, then Employees may apply for leave of absence pursuant to Article 14.01 of this Agreement in which case the Employer agrees that leaves of absence will not be unfairly denied.
- (b) Positions that have been vacant due to illness or injury for 2 years shall be deemed to be vacant and shall be posted per Article 12.01. In the event there is medical confirmation that the Employee will not be able to return to her job at any time within the 2 year period, her position will be deemed to be vacant and shall be posted. The Employee who held the position immediately prior to it becoming vacant shall not retain any rights to that position. Should that Employee subsequently be capable of returning to work, she shall be given first preference for the next available vacant position she is qualified for.
- 26.07 An Employee unable to complete her shift due to illness will be paid for the hours she actually worked and the balance of the shift will be withdrawn from her sick day account if she has any remaining.

#### **ARTICLE 27 - HEALTH CARE AND INSURANCE PROVISIONS**

- 27.01 The Employer agrees to notify the Union of any change of carrier prior to implementation.

#### **ARTICLE 28 - LAYOFF AND REHIRE**

- 28.01 (a) Should it become necessary to reduce the workforce, the least senior Employee of the affected job classification in the Care Centre shall be laid off.
- (b) In the case of staff reductions and rehiring, seniority shall apply with priority given to Full-time Employees to retain full time work provided the Employee is properly qualified for the position.
- (c) When staff reduction involving more than three (3) Employees occurs, the Secretary of the Union will be promptly notified.

28.02 (a) The Employer shall notify an Employee who is to be laid off in accordance with the length of time the Employee has been employed by the Employer, as follows:

Employees with less than 6 months	no notice
Employee with 6 months but less than 2 years	7 calendar days
2 years or more	14 calendar days

(b) If an Employee is laid off and she is not provided with notice of lay-off as specified in (a) above, then she shall be paid a sum of money that is at least equal to the wages that she would have earned if she had worked her regular hours of work for the period of notice applicable to the Employee under clause (a) above.

28.03 (a) Employees on lay off shall be recalled in the order of their seniority for the job classification in the Care Centre, subject to Article 11 (Seniority.)

(b) The Employer shall notify the Employee of the date of return to work when recalled from layoff. The Employer may agree to an alternate date should the Employee request. Such request may be granted at the sole discretion of the Employer.

In any event, should the Employee fail to return to work on the specified date, she will forfeit any claim to re-employment.

(c) Regular Employees on lay off may accept casual work without affecting their recall status and seniority standing upon recall. Such Employees shall be governed by the Collective Agreement provisions applicable to Casual Employees.

#### **ARTICLE 29 - RETROACTIVITY**

29.01 All changes are effective from date of ratification of the Collective Agreement with the exception of wages which are retroactive to January 1<sup>st</sup>, 2007.

29.02 Any Employee whose rate of pay is higher than the rate as per Appendix A will not receive retroactive pay.

#### **ARTICLE 30 - DISCIPLINE AND DISMISSAL**

30.01 Written disciplinary notice may only be given to Employees for poor conduct or unsatisfactory job performance.

(a) This does not prevent immediate dismissal for just cause, subject to the grievance procedure.

- (b) Copies of all disciplinary notices shall be forwarded to the Union within twenty-four (24) hours of being presented. Employees shall be given the opportunity to sign disciplinary notices as having been read, but are not required to do so. The Union shall be notified of all discharges in writing within twenty-four (24) hours of being presented.
- (c) The Employee shall have a Local Union Representative present at the discussion of the written disciplinary notice with the Employer.

- 30.02 An Employee absent for one (1) shift without notifying the Employer shall be considered to have vacated her position, unless such notice was not reasonably possible.
- 30.03 Upon service of at least one (1) day's written notice, an Employee shall have the right to review her personnel file once each year or when the Employee has filed a grievance.
- 30.04 Twenty-four (24) months following disciplinary action by the Employer the record of such disciplinary action will be removed from the Employee's file, provided there has been no disciplinary action of any kind taken by the Employer with that Employee in that twenty-four (24) month period. Under no circumstances will the record of disciplinary action as a result of resident mistreatment be removed from the Employee file.

**ARTICLE 31 - RESIGNATION**

- 31.01 If an Employee wishes to resign her employment, she shall give the Employer written notice of at least:
  - (a) One (1) week if she has been employed by the Employer for more than three (3) months but less than two (2) years, or
  - (b) Two (2) weeks if she has been employed by the Employer for two (2) years or more.

**ARTICLE 32 - JOB DESCRIPTIONS**

- 32.01 Current job descriptions shall be available to all Employees.
- 32.02 In the event the Employer changes or amends the job descriptions for any of the classifications, the Employee shall be advised and a copy of the amended job description will be forwarded to the President of the Local.
- 32.03 Should the Employer introduce a new classification within the bargaining unit, the Employer shall discuss with the President of the Local, the effective date of implementation of the new classification, the classification title, job description, qualifications and pay rate.

### **ARTICLE 33 - HEALTH AND SAFETY**

33.01 Health and safety will be a regular agenda item for, and discussion at, the Union Management Committee meetings as per Article 35.

### **ARTICLE 34 - TRANSPORTATION ALLOWANCE**

34.01 Normally Employees are not required to use their personal vehicles in the performance of their duties. Should the need arise, an Employee specifically required to use her vehicle in the performance of her duties will be reimbursed at \$0.35/km. Such reimbursement will be effective only in situations where the Director of Care or her Designate has formally requested an Employee to use her vehicle and the Employee completes the appropriate expense form.

### **ARTICLE 35 - UNION MANAGEMENT COMMITTEE**

35.01 A Union Management Committee shall be established consisting of no more than one (1) representative of the Union plus the National Representative and two (2) representatives of the Employer. The Committee shall meet on a quarterly basis to discuss labour relations and health and safety matters.

### **ARTICLE 36 - PYRAMIDING**

Where two (2) or more premiums apply, the Employee will be paid only one (1), the greatest of the applicable premiums.

Premiums are not considered part of the Employee's basic rate of pay.

## APPENDIX A

Classification		Start Rate	Job Rate
PCA	effective January 1, 2007	12.60	13.63
	effective January 1, 2008	13.04	14.11
	effective January 1, 2009	13.50	14.60
	effective January 1, 2010	adjusted by 1.1% of the Calgary CPI for 2009 annualized	
Server	effective January 1, 2007	10.10	11.10
	effective January 1, 2008	10.45	11.49
	effective January 1, 2009	10.82	11.89
	effective January 1, 2010	adjusted by 1.1% of the Calgary CPI for 2009 annualized	
Housekeeping	effective January 1, 2007	10.60	11.60
	effective January 1, 2008	10.97	12.01
	effective January 1, 2009	11.35	12.43
	effective January 1, 2010	adjusted by 1.1% of the Calgary CPI for 2009 annualized	
Head Housekeeping	effective January 1, 2007	15.10	16.10
	effective January 1, 2008	15.63	16.66
	effective January 1, 2009	16.18	17.25
	effective January 1, 2010	adjusted by 1.1% of the Calgary CPI for 2009 annualized	
Receptionist	effective January 1, 2007	11.10	12.10
	effective January 1, 2008	11.49	12.52
	effective January 1, 2009	11.89	12.96
	effective January 1, 2010	adjusted by 1.1% of the Calgary CPI for 2009 annualized	
Recreational Aide	effective January 1, 2007	14.60	15.10
	effective January 1, 2008	15.11	15.63
	effective January 1, 2009	15.64	16.18
	effective January 1, 2010	adjusted by 1.1% of the Calgary CPI for 2009 annualized	
Recreational Therapist	effective January 1, 2007	16.10	17.60
	effective January 1, 2008	16.66	18.22
	effective January 1, 2009	17.24	18.86
	effective January 1, 2010	adjusted by 1.1% of the Calgary CPI for 2009 annualized	
Jr. Cook	effective January 1, 2007	13.10	15.10
	effective January 1, 2008	13.56	15.63
	effective January 1, 2009	14.03	16.18
	effective January 1, 2010	adjusted by 1.1% of the Calgary CPI for 2009 annualized	

Classification		Start Rate	Job Rate
Sr. Cook	effective January 1, 2007	15.10	16.10
	effective January 1, 2008	15.63	16.66
	effective January 1, 2009	16.18	17.25
	effective January 1, 2010	adjusted by 1.1% of the Calgary CPI for 2009 annualized	
Jr. Maintenance	effective January 1, 2007	16.10	18.10
	effective January 1, 2008	16.66	18.73
	effective January 1, 2009	17.24	19.39
	effective January 1, 2010	adjusted by 1.1% of the Calgary CPI for 2009 annualized	
Sr. Maintenance	effective January 1, 2007	18.10	22.10
	effective January 1, 2008	18.73	22.87
	effective January 1, 2009	19.39	23.67
	effective January 1, 2010	adjusted by 1.1% of the Calgary CPI for 2009 annualized	

		Start Rate	Job Rate 6 months	Job Rate 12 months	Job Rate 24 months
LPN	effective January 1, 2007	18.60	19.60	20.60	21.35
	effective January 1, 2008	19.25	20.29	21.32	22.10
	effective January 1, 2009	19.92	21.00	22.07	22.87
	effective January 1, 2010	adjusted by 1.1% of the Calgary CPI for 2009 annualized			

- **Retroactivity – 3% on gross for 2006 for all Employees who are still in the employ of Employer at the date of ratification**
- **RN’s will not be included in the bargaining unit**

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Signed at Calgary, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**Triple A Living Communities Inc.**

**Canadian Union of Public Employees  
Local 8**

\_\_\_\_\_  
Arif Amlani, President

\_\_\_\_\_  
Colette Singh

\_\_\_\_\_  
Herve Faucher, Vice President

\_\_\_\_\_  
Marlene MacDonald