

# COLLECTIVE AGREEMENT

between

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



- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031**  
**DR. GERALD ZETTER CARE CENTRE**

(On behalf of employees employed in General Support Services and Auxiliary Nursing)  
(hereinafter referred to as the "Union")

**CUPE** / Canadian Union  
of Public Employees

**Effective from July 1, 2013 – June 30, 2016**

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## PREAMBLE

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

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

## ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto; shall be in force and effect from and after the date upon which the Canadian Union of Public Employees and the Employer exchange notice of ratification of this Collective Agreement up to and including June 30, 2016 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration date.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.
- 1.04 This Collective Agreement shall apply to employees coming within the scope of Certificates 73-96 as issued by the Labour Relations Board.

## **ARTICLE 2: DEFINITIONS**

- 2.01 An "Employee" shall mean any employee of the Employer for whom the Union has been certified as bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition, and whose employment is designated as:
- (a) "Regular Employee" is one who works on a full-time or part-time basis:
    - (i) "Full-time Employee" shall mean an employee who is scheduled to work the hours specified in Article 16 - Hours of Work.
    - (ii) "Part-time Employee" shall mean an Employee who works scheduled shifts pursuant to Article 16.06 provided however that such hours worked in any fourteen (14) calendar day period shall be less than those established for full-time employment. A part-time Employee will work a minimum of three (3) hours per shift.
  - (b) "Casual Employee" shall mean an Employee who is hired to fill a position made temporarily vacant as a result of a sickness, injury, leave of absence, vacation, or Named Holiday. A casual Employee may work either full-time or part-time hours or works on a call in basis and is not regularly scheduled.
  - (c) "Temporary Employee" is one who is hired for a period of twelve (12) months or less for a specific job. When a temporary Employee is hired, the Employer shall advise the Union in writing of the temporary Employee's name, classification, department and nature of the temporary assignment. The term of employment of such temporary Employee may be extended only by mutual agreement in writing, between the Employer and the Union. A temporary Employee may work either full-time or part-time hours. A Regular Employee achieving a temporary position shall maintain their status as a Regular Employee, and a Casual Employee achieving a temporary position shall maintain their status as a Casual Employee.
- 2.02 (a) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to part-time Employees.
- (b) Casual Employees do not have a continuing employment relationship with the Employer and except as specifically stated in Article 35 of this Collective Agreement, the provisions of this Collective Agreement shall not apply to casual Employees.
- 2.03 "Vacation" means annual vacation with pay.
- 2.04 Where indicated by context or intent of this Collective Agreement the feminine shall be deemed to include the masculine, and the singular shall be deemed to include the plural, and vice versa.
- 2.05 "Shift" means a daily tour of duty exclusive of overtime hours.
- 2.06 "Basic Rate of Pay" shall mean the applicable step in the pay range of the Employee's classification as set out in the Salaries Appendix, exclusive of all allowances and premium payments.
- 2.07 For the purpose of applying the terms of this Collective Agreement, time worked shall be deemed to have been worked on the day on which the majority of hours of the shift falls.

2.08 The term "position" when used in this Collective Agreement shall mean and include the following:

- (a) the Employee's status being regular full-time, regular part-time, casual or temporary; and
- (b) the Employee's classification;
- (c) the allocated full-time equivalency rating; and
- (d) the facility.

A Full-Time Equivalency (FTE) is thirty-eight point seven five (38.75) hours of work per week.

2.09 "Immediate family" shall mean the parents of the Employee and the Employee's spouse and dependant children.

2.10 "Shall" shall be interpreted to be mandatory rather than directory.

### **ARTICLE 3: CHANGE IN COLLECTIVE AGREEMENT**

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

### **ARTICLE 4: UNION RECOGNITION**

4.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement as described in the Certificate of the Labour Relations Board issued pursuant to the Labour Relations Code and amendments thereto.

4.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Collective Agreement.

4.03 Each party will designate a person or persons and all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons.

4.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when regular Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work or pay of any regular Employee.

4.05 The Employer recognizes that the Local Union may have the assistance of a C.U.P.E. National or Regional Representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement.

- 4.06 The Employer shall notify the Union in writing of all layoffs, transfers, job postings, new hires, and discipline. Employees are to notify the Union in writing of all resignations and work related injuries.

#### **ARTICLE 5: UNION MEMBERSHIP, SECURITY AND CHECK-OFF**

- 5.01 Membership in the Union shall be voluntary on the part of each employee. All employees covered by this Collective Agreement who are members of the Union at the time of signing of this Collective Agreement, or who, in the future, decide to become members of the Union, shall, as a condition of employment, maintain her membership in the Union during the life of this Collective Agreement.
- 5.02 The Employer shall deduct from the wages of employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system of the Employer. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate each employee's name and the amount deducted from each employee.
- 5.03 The Employer will note the individual union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further, that a representative of the Employer may be present at such presentation.
- 5.05 The Employer shall provide an Employee address list to the Union, twice (2) a year. This shall be provided to the Union, in the months of March and September.

#### **ARTICLE 6: MANAGEMENT RIGHTS**

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

#### **ARTICLE 7: DISCRIMINATION**

- 7.01 The Employer or the Union shall not at any time discriminate against any Employee on account of race, religious belief, colour, nationality, ancestry or place of origin, political beliefs, gender, sexual orientation, family status, source of income, disability, age or marital status or because of their connection with trade union organizations.
- 7.02 Article 7.01 shall not apply with respect to a refusal, limitation, specification or preference based on a *bona fide* occupational requirement.

7.03 Harassment means:

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

**ARTICLE 8: OCCUPATIONAL HEALTH AND SAFETY**

8.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.

8.02 A facility Occupational Health and Safety and Wellness Committee (the Committee) will be established and the Union will have the right to designate two (2) members of the bargaining unit as members of this Committee. This Committee may include representatives from other Employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other Employee groups.

8.03 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of this Committee.

8.04 This Committee shall meet at least quarterly at a mutually acceptable hour and date. Either the Chairperson or Vice Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the committee will determine the procedure for dealing with such matters.

8.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.

8.06 The Employer will co-operate with the Committee by providing:

- (a) materials and equipment necessary to carry out its functions in accordance with terms of reference;
- (b) data pertaining to workplace health and safety conditions;
- (c) access to information pertaining to accidents, incidents or occupational diseases that occur at the worksite.

8.07 The Committee shall assist the Employer:

- (a) by identifying situations which may be unhealthy or unsafe in respect of the work site and make appropriate recommendations;
- (b) in the development and promotion of measures to protect the safety and health of employees in the facility and to check the effectiveness of such measures; and



- (c) In notifying Employees of any health or safety risks that could cause injury or illness.
- 8.08 The Committee shall also consider measures necessary to ensure the safety of each Employee on the Employer's premises and may make recommendations to the Employer in that regard. Should the recommendations not be implemented and adequate steps not taken towards implementation within two (2) months from the date the recommendation is made, the Committee may request and shall have the right to have their recommendations presented to the Employer's senior management. Senior management must provide a written response to the presentation of recommendations by the Committee, within thirty (30) days.
- 8.09 An Employee's rights shall be respected in accordance with The Occupational Health and Safety Act.
- 8.10 The Employer shall not unreasonably deny Committee members access to the workplace to conduct safety inspections, including monitoring.
- 8.11 Staffing Levels for Recreational Outings
- (a) It is imperative that the safety and well-being of the residents and bargaining unit members be a priority on recreational outings.
  - (b) To this end, there will be a minimum of two (2) members of the GSS staff assigned to every recreational outing or trip.
- 8.12 Modified Work and Early Intervention
- The following terms and conditions shall apply for a Modified Work and Early Intervention Program (hereinafter referred to as the Program):
- 8.13 The goals of the program will be:
- (a) To jointly develop and monitor modified work agreements between the Employer, the Union and the Employee that would accommodate the earlier return to active duty of a disabled Employee.
  - (b) To be consistent with ergonomic principles and undertake ergonomic initiatives when possible and necessary.
- 8.14 The guiding principles of modified work agreements are:
- (a) The worker's physician/medical practitioner will be consulted regarding the return to work and the modified work agreement.
  - (b) The worker and the Union shall be participants in the development and implementation of a modified work agreement.
  - (c) The worker shall at all times be permitted the assistance of a Union Representative.

- (d) Consulting with the Employee and implementing a modified work agreement shall be accomplished as early as possible following an injury or disabling medical condition.
- (e) Modified work agreements shall be jointly reviewed regularly and amended as required.

## **ARTICLE 9: JOB CLASSIFICATION**

- 9.01 Upon request, the Union or an Employee shall be provided with a copy of a current position description.
- 9.02 Should the Employer introduce a new classification:
- (a) the basic rate of pay for the new classification shall be established by the Employer;
  - (b) the Employer shall notify the Union of the basic rate of pay and provide a position description for the new classification;
  - (c) in the event that the basic rate of pay for the new classification is not acceptable to the Union, the Union shall within thirty (30) calendar days from the date they received notification notify the Employer that they want to negotiate the basic rate of pay for the new classification;
  - (d) the Employer and the Union shall meet to negotiate the basic rate of pay for the classification;
  - (e) If a satisfactory conclusion to such negotiations is not reached within sixty (60) calendar days from the date the Union received the notification, the Union shall have an additional fourteen (14) calendar days to refer, in writing, the basic rate of pay for the new classification to arbitration in accordance with Article 12.20(d) Step IV Arbitration.
- 9.03 Where the job duties or qualifications of a position in any classification, or a classification covered by this Collective Agreement, are significantly changed the Employee and the Union shall receive twenty-eight (28) calendar days notice. Should the Union wish to discuss these issues, the Union will meet with the Employer within the twenty-eight (28) calendar day notice period.
- 9.04
- (a) Employees wishing to have their classification reviewed shall advise the Employer in writing within fourteen (14) calendar days of receiving notice under Article 9.03.
  - (b) Employees shall be advised in writing of the decision of the Employer within twenty-one (21) calendar days of the date upon which the request was received.
  - (c) If an Employee is not satisfied with the decision of the Employer in Article 9.04(b) respecting the classification review, the Employee may within seven (7) days grieve the matter at Step II of the Grievance Procedure.

9.05 Successful classification review shall be effective from the date that the original request for classification review was submitted.

#### **ARTICLE 10: BULLETIN BOARDS**

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

#### **ARTICLE 11: SHOP STEWARDS**

11.01 The Shop Steward System is accepted in principle by the Employer, and Shop Stewards will be recognized as having authority to act on behalf of other Employees. The names of Shop Stewards will be supplied in writing to the Employer before they are recognized as Shop Stewards.

11.02 Union Officers will be recognized as Shop Stewards for the purpose of this Article.

11.03 The Employer agrees that the Shop Steward shall not be hindered, coerced or interfered with in any way in the performance of the Shop Steward's function while investigating disputes and presenting adjustments. Shop Stewards shall suffer no loss of pay for time spent performing these duties. The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that the Shop Steward will not leave work during working hours except to perform Shop Steward duties as provided in this Collective Agreement. Therefore, no Shop Steward shall leave work without obtaining the permission of the Shop Steward's supervisor, and such permission shall not be unreasonably withheld.

11.04 Shop Stewards shall suffer no loss in pay for time spent on the Employer's premises in performing their duties as Shop Stewards.

#### **ARTICLE 12: GRIEVANCE PROCEDURE**

##### **12.01 Definition of a Grievance**

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

##### **12.02 Settling of Disputes and Grievances**

(a) An Employee or the Union shall have the right at any time to have the assistance of a C.U.P.E. Representative.

(b) At all levels of the grievance procedure;

- (i) a sincere attempt shall be made by both parties to the Collective Agreement through discussion to resolve problems in the workplace.
- (ii) a meeting may be arranged to discuss the problem and exchange information.

12.03 (a) **Step I Discussion**

An Employee who believes that there is a problem arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with the Employee's immediate out of scope supervisor within seven (7) days of when the Employee first became aware of, or reasonably should have become aware of, the occurrence. "Immediate Out of Scope Supervisor" means that person, who is not in the bargaining unit, from whom an Employee normally receives work assignments. The Employee shall have the right to be accompanied by a Shop Steward or Union Officer while discussing the matter with the Employee's immediate supervisor. The immediate supervisor shall advise the Employee of the immediate supervisor's decision within seven (7) days of the date the matter was first discussed.

(b) **Step II (Site Manager)**

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

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

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

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

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

- (ii) If the two (2) members fail to appoint a third person within the time limits, the Minister of Human Resources shall appoint the Chair of the Arbitration Board.
- (iii) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. When there is no majority decision, the decision of the Chair shall be the decision of the Board.
- (iv) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chair.
- (v) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.

#### 12.04 **Definition of Days**

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

#### 12.05 **Time Limits**

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

No grievance shall be prejudiced or technically defeated by:

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

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

## 12.06 Grievance Types

### (a) Individual Grievance

An individual grievance is a grievance that affects an individual Employee and shall commence at Step I of the Grievance Procedure.

### (b) Group Grievance

In the event that a difference affects two (2) or more Employees, those so affected, or the Union, within seven (7) days of the date they first became aware of, or reasonably should have become aware of the occurrence, may agree with the Employer that the grievances be grouped and dealt with as a single grievance commencing at Step I.

### (c) Policy Grievance

(i) Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) Employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within seven (7) days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.

(ii) A policy grievance may be submitted at Step II.

## 12.07 Dismissal or Suspension Grievance

In the event an Employee alleges dismissal or suspension without just cause, the Employee's grievance may commence at Step II, within fourteen (14) days of the occurrence.

## 12.08 Replies in Writing

Except for Step I, replies to grievances shall be in writing at all stages.

## 12.09 Facilities for Grievances

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

## 12.10 Unique Circumstances

(a) Grievances affecting departments other than the Employee's department (i.e. transfers and promotions) will be commenced with the appropriate Manager.

(b) In the event that any management Officers as named in the grievance steps are one and the same, the subsequent Step will be deemed to have been complied with.

## **ARTICLE 13: PROBATION PERIOD**

### **13.01 Dismissal**

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

### **13.02 Transfers to another Position**

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

### **13.03 Feedback on Progress**

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

### **13.04 Length of Probation Period**

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

## **ARTICLE 14: SALARIES**

### **14.01 Salary Schedule**

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

### **14.02 Pay Steps**

Employees shall advance from pay step to pay step as set out in the Salaries Schedule upon completion of one thousand eight hundred and thirteen point five (1,813.5) paid hours, exclusive of overtime.

### **14.03 Achieving a Different Position**

- (a) Where an employee voluntarily moves from one position to another position within the same classification, or to a position with an equivalent pay rate, such a move will be considered a transfer and there will be no change to his/her base pay.

- (b) When an employee achieves a position with a higher end rate than her present classification, she shall be advanced to the next pay step that provides her with an increase in her basic rate of pay.
- (c) When an employee achieves a position in a classification with an end rate that is less than the employee's present classification, the employee shall be assigned to the Pay Step in the lower pay range that causes the least amount of reduction in the employee's present basic rate of pay.

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

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

#### 14.05 **Recognition of Previous Experience**

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

### **ARTICLE 15: PAYDAYS**

15.01 Employees shall be paid bi-weekly, according to the pay schedule established by the Employer, by direct deposit.

### **ARTICLE 16: HOURS OF WORK**

#### 16.01 **Continuous Operation**

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

#### 16.02 **Posting of Shift Schedules**

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



- (b) The employer will provide the Union with an authorized copy of all work schedules upon request.

#### 16.03 **Daylight Saving Time**

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

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

In the event a regular employee reports for work as scheduled and is requested by the Employer to report for a later shift, the regular employee shall be compensated by payment of four (4) hours pay at the Employee's basic rate of pay.

#### 16.05 **Full-Time Employees**

- (a) Normal hours of work, exclusive of meal periods, for regular full-time employees, shall be:
  - (i) seven and three-quarter (7 3/4) work hours per day; and
  - (ii) seventy-seven and one-half (77 1/2) work hours in a fourteen (14) day pay period;
- (b) Regular full-time employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle; unless otherwise mutually agreed to between the Employer and the Union. The Employer shall consider a request by such employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular full-time employees shall provide for:
  - (i) not more than two (2) different shift starting times between scheduled days off;
  - (ii) at least two (2) consecutive days off in a fourteen (14) day pay period;
  - (iii) not more than six (6) consecutive days of work without receiving her days off;
  - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;
  - (v) no split shifts; and
  - (vi) days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular full-time employees who perform the work involved.
- (d) All full-time employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be

scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the employee(s) and the Employer.

**16.06 Part-time Employees**

- (a) Hours of work for regular part-time employees, shall be:
  - (i) up to seven and three-quarter (7 3/4) hours in any one (1) day, exclusive of meal periods;
  - (ii) scheduled to work in a manner where the ratio of work days to non-work days does not exceed 5:2 averaged over one (1) work cycle of not more than fourteen (14) calendar days.
- (b) Regular part-time employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle; unless otherwise mutually agreed to between the Employer and the Union. The Employer shall consider a request by such employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for regular part-time employees shall provide for:
  - (i) not more than two (2) different shift starting times between days off;
  - (ii) at least two (2) consecutive days off in a fourteen (14) day pay period;
  - (iii) not more than six (6) consecutive days of work without receiving days off;
  - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;
  - (v) no split shifts; and
  - (vi) excepting part-time employees who are employed specifically for weekend work, days off to be scheduled in such a way as to equally distribute weekends off over a shift cycle among the regular part-time employees who perform the work involved.
- (d) All part-time employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the employee(s) and the Employer.
- (e) Regular part-time employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available regular part-time employees who have requested additional hours of work. Provided that the operation of the facility is not compromised, the Employer shall endeavour to offer additional hours of work to regular part-time employees first, then to casual employees.
- (f) The basic rate of pay will prevail for additional hours of work assigned to a regular part-time employee beyond her scheduled hours provided:
  - (i) she accepts the assignment;
  - (ii) the hours worked do not exceed seven and three-quarter (7 3/4) hours per day;

- (iii) the hours worked do not exceed seventy-seven and one-half (77 ½) hours over a period of fourteen (14) calendar days;
- (iv) the part-time employee does not work in excess of six (6) consecutive days without days off;
- (v) the part-time employee does not work in excess of ten (10) days in a fourteen (14) day period; and
- (vi) if the hours worked would constitute a split shift, the call back provisions of Article 19 will apply.

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

#### 16.07 **Shift Exchanges**

Employees may exchange shifts within the same bi-weekly pay period amongst themselves provided that:

- (i) exchange is in writing between the affected staff;
- (ii) the prior approval has been given by the Employees Manager or designate.

Such exchanges shall not be deemed a violation of the provisions of this Collective Agreement.

#### 16.08 **Optional Scheduling Provisions**

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

### **ARTICLE 17: OVERTIME**

- 17.01 The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized overtime worked in excess of and in conjunction with seven and three-quarter (7 ¾) hours per day shall be paid at the rate of one and one-half times (1 1/2X) the basic rate of pay for the first two (2) hours and two times (2X) the basic rate of pay thereafter.
- 17.02 Failure to provide at least fifteen and one-half (15 ½) hours rest between scheduled shifts, or twelve (12) hours where applicable, shall result in payment of overtime at established rates for any hours worked during normal rest periods unless the Employer and the Union have mutually agreed to optional scheduling provisions that provide for less than fifteen and one-half (15 ½) hours rest between scheduled shifts.
- 17.03 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.
- 17.04 Overtime shall be shared as equally as possible among employees who perform the work involved.

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

## **ARTICLE 18: ON CALL**

### **18.01 Definition**

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

### **18.02 On-Call Pay**

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

- (a) on regularly scheduled days of work, the sum of one dollar and twenty five cents (\$1.25) per hour; and
- (b) on scheduled days off and Named Holidays, the sum of one dollar and seventy-five cents (\$1.75) per hour. A Named Holiday or scheduled day off shall run from zero zero zero one (0001) hours on the Named Holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.

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

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

## **ARTICLE 19: CALL-BACK**

### **19.01 Call-Back Pay**

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

### **19.02 Full-Time Employees**

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

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

### **19.03 Part-Time Employees**

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

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

## **ARTICLE 20: PREMIUMS**

### **20.01 Weekend Premium**

#### **a) General Support Staff**

To be eligible for weekend premiums, an employee must work at least thirty (30) minutes between fifteen hundred (1500) hours to zero seven hundred (0700) hours.

A weekend premium of two dollars and seventy-five cents per hour (\$2.75/hour) shall be paid to an employee working between fifteen hundred (1500) hours on Friday and zero seven hundred (0700) hours on Monday.

#### **b) Auxiliary Nursing Staff**

To be eligible for weekend premiums, an employee must work at least thirty (30) minutes between fifteen hundred (1500) hours to zero seven hundred (0700) hours.

A weekend premium of three dollars and twenty-five cents per hour (\$3.25/hour) shall be paid to an employee working between fifteen hundred (1500) hours on Friday and zero seven hundred (0700) hours on Monday.

### **20.02 Shift Premium**

#### **a) General Support Staff**

To be eligible for shift premiums, an employee must work at least thirty (30) minutes between fifteen hundred (1500) hours to zero seven hundred (0700) hours.

- i) A shift premium of two dollars and twenty-five cents per hour (\$2.25/hour) will be paid to an employee for all hours worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.
- ii) A night shift premium of three dollars per hour (\$3.00/hour) will be paid to an employee for all hours worked between twenty- three hundred (2300) hours and zero seven hundred (0700) hours.

**b) Auxiliary Nursing Staff**

To be eligible for shift premiums, an employee must work at least thirty (30) minutes between fifteen hundred (1500) hours to zero seven hundred (0700) hours.

- i) A shift premium of two dollars and seventy-five cents per hour (\$2.75/hour) will be paid to an employee for all hours worked between fifteen hundred (1500) hours and twenty-three hundred (2300) hours.
- ii) A night shift premium of five dollars per hour (\$5.00/hour) will be paid to an employee for all hours worked between twenty-three hundred (2300) hours and zero seven hundred (0700) hours.

**20.03 Driver Premium**

Should any employee be required to go on field trips outside the facility they shall be entitled to an additional one dollar (\$1.00) per hour for time spent on field trips.

**ARTICLE 21: TRANSPORTATION ALLOWANCE**

21.01 An Employee who normally travels from the facility to their place of residence by means of public transportation following the completion of their duty shift but who is prevented from doing so by being required to remain on duty longer than the Employee's regular shift and past the time when normal public transportation is available, shall be reimbursed for the cost of reasonable, necessary and substantiated transportation expense from the facility to the Employee's place of residence.

21.02 An Employee who is called back to the facility shall be reimbursed for reasonable, necessary and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the Good Samaritan rate of fifty-two cents (\$0.52) per kilometre from the Employee's residence to the Facility and return. The rate of reimbursement shall be in accordance with the rate for the Employer's exempt employees and as amended from time to time by the Employer.

## **ARTICLE 22: ANNUAL VACATION**

### **22.01 Vacation Entitlement for Full-Time Employees**

- (a) During each year of continuous service in the employ of the Employer, a regular full-time Employee shall earn entitlement to a vacation with pay. The rate of earning entitlement shall be as follows:
- (i) during the first (1st) to second (2<sup>nd</sup>) years of such employment a full-time Employee earns a vacation time of fifteen (15) working days;
  - (ii) during the third (3<sup>rd</sup>) to fourteenth (14th) years of such employment a full-time Employee earns a vacation time of twenty (20) working days;
  - (iii) during the fifteenth (15th) to twenty-fourth (24th) years of such employment a full-time Employee earns a vacation time of twenty-five (25) working days;
  - (iv) during the twenty-fifth (25th) and subsequent years of such employment a full-time Employee earns a vacation time of thirty (30) working days.

### **22.02 Supplementary Vacation**

- a) The supplementary vacations as set out below are to be banked on the outlined supplementary vacation anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.
- i) Upon reaching the employment anniversary of 20 years of continuous service, employees shall have earned an additional five work days vacation with pay.
  - ii) Upon reaching the employment anniversary of 25 years of continuous service, employees shall have earned an additional five work days vacation with pay.
  - iii) Upon reaching the employment anniversary of 30 years of continuous service, employees shall have earned an additional five work days vacation with pay.
  - iv) Upon reaching the employment anniversary of 35 years of continuous service, employees shall have earned an additional five work days vacation with pay.
- b) At the employee's option, the supplementary vacation may be paid out as a lump sum bonus payment.

### **22.03 Vacation Entitlement for Part-Time Employees**

Vacation entitlement for regular part-time Employees, shall be in accordance with the following formula:

Hours worked as a regular Employee as defined in Article 22.05 X The applicable % as outlined below = Number of hours of paid vacation time to be taken

- (a) six percent (6%) during the first (1st) to second (2<sup>nd</sup>) continuous years of employment; or
- (b) eight percent (8%) during the third (3<sup>rd</sup>) to fourteenth (14th) continuous years of employment; or
- (c) ten percent (10%) during the fifteenth (15th) to twenty-fourth (24th) continuous years of employment; or
- (d) twelve percent (12%) during the twenty-fifth (25th) and subsequent continuous years of employment.

**22.04 Supplementary Vacation for Part Time Employees**

- (a) The supplementary vacations as set out below are to be banked on the outlined supplementary vacation anniversary date and taken at the employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.

Regular Part Time employees shall earn supplementary vacation with pay calculated in hours in accordance with the following formula:

Hours worked as a regular Employee as defined in Article 22.05 X The applicable % as outlined below = Number of hours of paid supplementary vacation time to be taken

- i) Upon reaching the employment anniversary of 20 years of continuous service, employees shall have earned an additional 2%.
  - ii) Upon reaching the employment anniversary of 25 years of continuous service, employees shall have earned an additional 2%.
  - iii) Upon reaching the employment anniversary of 30 years of continuous service, employees shall have earned an additional 2%.
  - iv) Upon reaching the employment anniversary of 35 years of continuous service, employees shall have earned an additional 2%.
- (b) At the employees option, the supplementary vacation may be paid out as a lump sum bonus payment.

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

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



## 22.06 Cessation of Vacation Accrual

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

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

## 22.07 Annual Vacation Approval Process

- (a) It is imperative to facilitate vacation approval in an efficient and effective manner while at all times ensuring operational requirements are adequately met.
- (b) Vacation requests and approvals at the Dr. Gerald Zetter Care Centre will be reviewed and authorized on a unit by unit basis rather than on a facility-wide basis.
- (c) In the event that administering the vacations requests on a unit by unit basis proves to be operationally impracticable, the Employer shall serve the Union with thirty (30) days written notice of intent to terminate this agreement.

## 22.08 Time of Vacation

- (a) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits the Employee's vacation preference for the year from May 1<sup>st</sup> to April 30<sup>th</sup> of the following year, by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of that year.
- (b) Where Employees have submitted their requests for vacation within the time frame of January 1st to March 15th stipulated in Article 22.08(a), vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation which are submitted after March 15th shall be dealt with on a first-come, first-served basis. A regular Employee who chooses to take vacation in broken periods shall be allowed to exercise the Employee's preference as to choice of vacation dates for only one (1) vacation period.
- (c) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the requested vacation.
- (d) A regular Employee shall be entitled to an unbroken period of vacation equal to one (1) year's vacation accrual, except during July and August.
- (e) No Employee shall be allowed more than three (3) weeks in July or August until all staff have had an opportunity for three (3) weeks vacation in July or August.
- (f) Vacation time off commences on the first (1st) regularly scheduled work day away on vacation leave and ends on the first (1st) regularly scheduled work day back from vacation leave.
- (g) Employees shall be permitted to maintain a level of vacation entitlement equal to (1) year's vacation entitlement. An Employee may carry forward more than one year's vacation entitlement if mutually agreed to between the Employee and the Employer.
- (h) No regular Employee may continue to work and draw vacation pay in lieu of taking her vacation.
- (i) All employees shall be granted two weeks minimum vacation per year.

22.09 **Sick While on Vacation**

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

22.10 **Vacation Pay upon Termination**

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

**ARTICLE 23: NAMED HOLIDAYS**

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

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

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

- (a) the Province of Alberta; or
- (b) the Government of Canada.

In addition to the foregoing Named Holidays, full-time Employees who are in the employ of the Employer on June 30<sup>th</sup> of each calendar year shall be granted an additional "floater" holiday to be taken in that calendar year. To be eligible for such holiday, newly hired Employees must successfully complete the required probationary period as indicated in Article 13. The "floater" shall be taken at a time to be mutually agreed upon by the Employer and the Employee.

23.02 **Floater Holiday**

No payment shall be due for the Named Holiday, which occurs during:

- (a) a layoff; or
- (b) all forms of leave during which a regular employee is not paid; or
- (c) an absence while in receipt of disability insurance or Worker's Compensation Benefits.

### 23.03 **Lieu Day**

A full-time Employee shall be entitled to a day off with pay on or for a Named Holiday provided she:

- (a) works the Employee's scheduled shift immediately prior to and immediately following the Holiday except where the Employee is absent due to illness or other reasons acceptable to the Employer;
- (b) works on the Named Holiday when scheduled or required to do so.

### 23.04 **Named Holiday Pay**

Subject to Article 17.01 a full-time Employee who works on a Named Holiday shall be paid for all regularly scheduled hours worked on the Named Holiday at one and one-half times (1 1/2X) the basic rate of pay plus:

- (a) by mutual agreement, a day added to the full-time Employee's next annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the full-time Employee's regular days off within thirty (30) days either before or after the Named Holiday; or
- (c) one regular day's pay.

### 23.05 **Named Holiday While on Vacation**

Subject to Article 24.04 when a Named Holiday falls during a full-time Employee's annual vacation the Employee shall receive:

- (a) by mutual agreement, a day off with pay added to the full-time Employee's annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the full-time Employee's regular days off within thirty (30) calendar days of the full-time Employee's return from annual vacation; or
- (c) one (1) day's regular pay in lieu of the Named Holiday.

### 23.06 **Named Holiday on Day Off**

When a Named Holiday falls on a full-time Employee's regularly scheduled day off, the full-time Employee shall receive:

- (a) by mutual agreement a day off with pay added to the full-time Employee's next annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the full-time Employee's regular days off within thirty (30) calendar days, either before or after the Named Holiday; or
- (c) one (1) regular day's pay in lieu of the Named Holiday.

### 23.07 **Named Holiday on a Saturday or Sunday**

When a Named Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior or the Monday after the Named Holiday as the day off in lieu of the Named Holiday. If such designated day off is a full-time Employee's regularly scheduled day off, such Employee shall then be entitled to the provisions of Article 23.06.

### 23.08 **Part-Time Employees**

- (a) A part-time Employee who works on a Named Holiday shall be paid at the rate of one and one-half times (1 1/2X) her basic rate of pay for all hours worked;
- (b) Part-time Employees shall be paid, four point six percent (4.6%) of their earnings paid at the basic rate and of their vacation pay, in lieu of Named Holiday pay.

23.09 Regular Employees who are required to work on Named Holidays shall be scheduled through an equitable rotation of shifts worked on Named Holidays.

## **ARTICLE 24: SICK LEAVE**

### 24.01 **Definition**

Sick Leave is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### 24.02 **Sick Leave during Probation Period**

After a regular Employee has completed her probation period the Employee shall be allowed a credit for sick leave from the date of employment provided, however, that a regular Employee shall not be entitled to apply sick leave credits prior to the completion of the Employee's probation period.

### 24.03 **Accrual of Sick Leave Credits**

Sick leave credits shall not accrue during:

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

### 24.04 **Payment for Sick Leave**

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

### 24.05 **Sick Credits for Medical Referral and/or Treatment**

When an Employee is required to travel for the purpose of medical referral and/or treatment and is unable to schedule such time outside of the Employee's work hours, the Employee shall have the right to utilize sick leave credits for such absence, provided such Employee notified the Employer as soon as possible in advance of the appointment and

provided that the Employee submits satisfactory proof of attendance at such appointment when required by the Employer to do so.

#### 24.06 **Satisfactory Proof**

Regular Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine. Payment of sick leave benefits shall not be effected until the required substantiation has been received.

#### 24.07 **Extended Illness**

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

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

#### 24.08 **Reporting Sick**

Regular Employees reporting sick shall contact the Employer two (2) hours prior to shift start time in order that a replacement may be arranged for or duties re-distributed. Failing to do so, the regular Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time which expires between the time the regular Employee should have reported for work and the time at which the regular Employee reported.

#### 24.09 **Request for Report of Sick Leave**

Upon the request of an Employee, the Employer shall advise the employee of the amount of the Employee's accumulated sick leave credits.

#### 24.10 **Maximum Credits**

When a regular Employee has accrued the maximum sick leave credits 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.

**24.11 Full-Time Employees**

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

**24.12 Part-Time Employees**

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

**24.13 Illness in the Immediate Family**

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

**ARTICLE 25: WORKERS' COMPENSATION**

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

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

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

- 25.04 (a) An Employee who is in receipt of Workers' Compensation benefits shall be deemed to be on approved leave of absence without pay. The Employer shall continue its portion of the health care benefit cost-share during such leave of absence.
- (b) The Employee shall be paid directly by the Workers' Compensation Board, for the total period of entitlement, as defined by the Workers' Compensation Board.

25.05 The parties agree that the individual Employee shall keep the Employer informed of the prognosis of the Employee's condition, to the extent possible, in a timely fashion. A regular Employee absent from work and receiving Workers' Compensation benefits shall

keep the Employer advised as to when the Employee shall be expected back to work and will, where possible, give the Employer at least fourteen (14) calendar days notice of the date the Employee will be able to return to work.

## **ARTICLE 26: HEALTH BENEFITS**

### **26.01 Health Benefit Plans**

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

- (a) Alberta Health Care Insurance Plan;
- (b) A Health Plan which provides one hundred percent (100%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.
- (c) A Prescription Drug Plan which provides eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract.
- (d) A Dental Plan which provides eighty percent (80%) reimbursement of eligible basic services; fifty percent (50%) reimbursement of eligible extensive services; and fifty percent (50%) reimbursement of eligible orthodontic services up to the established maximums provided for within the benefit carrier contract.  
A maximum annual reimbursement of one thousand five hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services.  
Orthodontic Services shall be subject to a lifetime maximum reimbursement of one thousand five hundred (\$1,500) per insured person.
- (e) A Sub Plan to supplement an eligible employee's Employment Insurance to provide benefit payments to an employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof.
- (f) A compulsory Group Insurance Plan, inclusive of;
  - (i) Basic Life Insurance
  - (ii) Basic Accidental Death and Dismemberment Insurance
  - (iii) Long Term Disability Insurance (income replacement during a qualifying disability equal to sixty percent (60%) of basic monthly earnings at the basic rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period);

26.02 Enrollment forms must be completed and returned to the Employer within thirty (30) calendar days following the three (3) month eligibility period. Failure to submit enrollment forms will result in the Employee being registered in the benefit plan with family coverage.

26.03 The implementation and operation of the Benefit Plan referred to above shall, at all times, be subject to and governed by the terms and conditions outlined in the Benefit Plan Information Brochures and the terms and conditions of the policies or contracts entered

into with the benefit carriers. The Employer shall make available to all Employees participating in these Plans, copies of information booklets of these Plans.

26.04 **Benefit Plan Premiums**

The Employer shall implement these plans with the premium costs being shared seventy five percent (75%) by the Employer and twenty five percent (25%) by the regular employee.

26.05 **Part-Time Employees**

Subject to the preceding provisions where it is anticipated that a part-time employee will work a minimum of fifteen and one half (15.5) hours per week, averaged over a calendar year the Employee shall participate in the Health Benefits Plans.

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

26.07 An Employee who is employed in a temporary position who has worked continuously for a period of six (6) months or longer will be entitled to the provisions of this Article.

26.08 **Flexible Health Benefit Spending Account**

- (a) A Flexible Health Benefit Spending Account shall be implemented for all employees eligible for benefits in accordance with Article 26.
- (b) A sum of three hundred and fifty dollars (\$350) per each benefit eligible employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account commencing January 1<sup>st</sup> in each calendar year. The rate will be accrued on a monthly basis.
- (c) Any unused allocation in an employee's Flexible Health Benefit Spending Account as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (d) The Flexible Health Spending Account may be utilized by employees for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act*.
- (e) Where the Employer chooses to contract with an insurer for the administration of the Flexible Health Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.
- (f) The Flexible Health Benefit Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Health Benefit Spending Account.



## **ARTICLE 27: PENSION PLAN**

### 27.01

- (a) Regular Employees working in regular positions and participating in the Local Authorities Pension Plan as of the date of ratification may, subject to legal and other plan requirements, continue to participate in the Local Authorities Pension Plan.
- (b) Regular Employees hired subsequent to the date of ratification and working in regular positions with a Full-time Equivalent (FTE) of .7 or greater shall participate in the Local Authorities Pension Plan subject to legal and other plan requirements. Employees with FTE's between 0.40 and .69 may voluntarily participate in the Local Authorities Pension Plan.

27.02 Information pertaining to LAPP is available online at [www.lapp.ab.ca](http://www.lapp.ab.ca).

## **ARTICLE 28: LEAVES OF ABSENCE**

### 28.01 **General Policies Governing Leaves of Absence**

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

### 28.02 **Accrual of Benefits While on Leave**

- (a) During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), employees may elect to maintain coverage of contributory plans specified in Article 26, provided that the employee makes prior arrangements to pay full premium costs. In failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the underwriter.
- (b) When an employee is on leave of absence without pay and is receiving Long-Term Disability the Employer will continue to pay the Employer's share of Alberta health Care premiums for a period not exceeding twenty-four (24) months from the beginning of Long-Term Disability provided that the employee makes prior arrangement with the Employer for the payment of the employee's share of Alberta Health Care premiums. Failure by an employee to submit her portion, thirty percent (30%), will result in the Employer discontinuing premium payments for that employee.

### 28.03 Leave – Union Business

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

### 28.04 Leave for Public Office

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

### 28.05 Maternity Leave

- (a) A regular employee who has six (6) months of continuous service shall, upon her written request, be granted Maternity Leave to become effective eight (8) weeks immediately preceding the date of delivery or such shorter period as may be requested by the employee, provided that she commences Maternity Leave no later than the date of delivery. Maternity Leave shall be without pay and benefits except for the portion of Maternity Leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, supplementary unemployment benefits or long term disability benefits. Maternity leave shall not exceed seventeen (17) weeks. Maternity Leave may be combined with Parental Leave entitlements under Article 28.06 to provide for a total leave of absence which shall not exceed 52 weeks unless an extension is granted by the Employer. Request for an extension shall not be unreasonably denied. Such extension, when granted, shall not exceed an additional three (3) months.
- (b) A pregnant employee whose continued employment in her position may be hazardous to herself or to her unborn child, in the written opinion of her physician, may request a transfer to a more suitable position if one is available. Where no suitable position is available, the employee may request Maternity Leave as provided above, if the employee is eligible for such leave. In the event that such Maternity Leave must commence in the early stages of pregnancy which results in a need for an absence from work longer than fifty-two (52) weeks the

employee may request further leave without pay and benefits as provided by the General Leave Article.

#### 28.06 **Parental Leave**

- (a) An employee who is on a Maternity Leave in accordance with Article 28.05, shall, upon her written request, be granted a Parental Leave without pay, up to a maximum period of thirty-seven (37) weeks.
- (b) A father-to-be who has completed six (6) months of continuous service shall, upon his written request, be granted an unpaid leave of absence for the purpose of parenting duties, provided that the initial application for such leave is made four (4) weeks prior to the expected commencement of the leave. Such leave shall not exceed thirty-seven (37) weeks.
- (c) An employee absent on Parental Leave shall provide the Employer with two (2) weeks written advance notice of her readiness to return to work, following which the Employer will reinstate her in the same step in the salary scale or provide her with alternate work of a comparable nature at not less than the same step in the salary scale and other benefits that accrued to her up to the date she commenced the leave.

#### 28.07 **Adoption Leave**

A regular employee who has completed six (6) months continuous employment shall, upon written request, be granted leave without pay for up to thirty-seven (37) weeks as necessary for the purpose of adopting a child. Such leave of absence shall commence on the date in which the child comes into the custody, care and control of the parent through adoption. Upon two (2) weeks written notice of intent to return to work, the regular employee shall be re-engaged in the same classification held by her immediately prior to taking adoption leave and at the same rate of pay.

#### 28.08 **Court Appearance**

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

#### 28.09 **Education Leave**

- (a) The Employer recognizes the benefit to the Employer and the Employee when Employees wish to upgrade their education. Upon written request, where

operational requirements permit, the Employer may grant an unpaid leave of absence for such purpose.

- (b) Employees who are granted education leave shall be approved as a general leave of absence and all conditions of general leave shall apply.
- (c) During an Employee's Education Leave, she may work as a Casual Employee in the bargaining unit without adversely affecting her reinstatement to the position from which she is on leave.

#### 28.10 Terminal Care Leave

- (a) An Employee with a qualified relative in the end stage of life shall be entitled to leave of absence without pay for a period up to six (6) months. Qualified relative means a person with a relationship to the Employee for whom the Employee would be eligible to receive the compassionate care benefit under Employment Insurance legislation.
- (b) Benefits may be continued during the period of leave of absence in accordance with Article 28.02.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for leave.

### ARTICLE 29: BEREAVEMENT

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

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

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

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

29.04 An employee may request that Bereavement Leave be divided into two (2) periods. In no circumstances shall an employee be eligible for more Bereavement Leave than they would have been entitled to should the Bereavement Leave have been taken in one (1) undivided period.

## **ARTICLE 30: UNIFORMS/LOCKERS**

### **30.01 Uniforms**

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

### **30.02 Lockers**

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

## **ARTICLE 31: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES**

### **31.01 Appointments**

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

### **31.02 Postings**

- (a) Vacancies for:
  - (i) Regular positions; and
  - (ii) casual or temporary positions scheduled to be greater than fifteen (15) hours per week, and of an expected duration of more than ninety (90) calendar days, shall be posted for seven (7) calendar days stating the responsibilities and qualifications, location (Department, Facility), existing shift schedule and basic rate of pay for the position and to whom applications should be submitted.
- (b) The Employer may limit subsequent postings for a temporary vacancy to two (2) postings.

### **31.03 Applications**

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

### **31.04 Order of Consideration**

The following order for consideration of applicants shall apply:

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

### 31.05 **Interim Appointments**

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

### 31.06 **Notification to Applicants**

- (a) Employees who are applicants for postings shall be informed in writing of their acceptance or rejection within seven (7) calendar days of the date of appointment.
- (b) A copy of all postings shall be forwarded to the designated Officer of the Union, and when the appointment has been made, the designated Officer will be notified of the appointee's name and the Department concerned.

### 31.07 **Trial Periods**

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

### 31.08 **Work in a Higher/Lower Classification**

- (a) When the Employer designates a regular Employee to substitute on a position in a classification with a greater end rate and such assignment is for at least two (2) hours in any one (1) shift, the Employee shall be paid, at the minimum step in the higher classification that will provide the Employee with an increase in the Employee's basic rate of pay.
- (b) When the Employer designates a regular Employee to temporarily substitute on a position in a classification with a lesser end rate, the Employee shall continue to receive the Employee's previous basic rate of pay for the full period of time the Employee is substituting in the lower paid classification.
- (c) When a regular Employee agrees to substitute on another position outside of this Collective Agreement, the regular Employee will receive, in addition to the Employee's basic rate of pay, an amount commensurate with the additional responsibilities.

### 31.09 Secondment to a Temporary Position

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

An Employee who was receiving benefits prior to the temporary position will continue to receive benefits in accordance with Article 26.

## ARTICLE 32: DISCIPLINE, DISMISSAL AND RESIGNATION

### 32.01 Discipline and Dismissal

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

### 32.02 Abandonment

A regular Employee absent for two (2) consecutive days without notifying the Employer shall be considered to have vacated the Employee's position unless, in the opinion of the Employer, such notification was not possible.

### 32.03 Personnel Files

- (a) Upon service of at least one (1) day's notice an Employee shall have the right to view the Employee's personnel file once each year or when the Employee has filed a grievance. An Employee shall be given a copy of the contents of the Employee's personnel file provided that the Employee first pays to the Employer, a fee to cover the cost of the copying, such fee to be determined by the Employer.
- (b) An Employee who has been subject to disciplinary action may, after eighteen (18) months of continuous service from the date the disciplinary measure was invoked, request in writing that the Employee's personnel file be cleared of any record of the disciplinary action. Such request shall be granted provided the Employee's file does not contain any further record of disciplinary action, during the eighteen (18) month period, of which the Employee is aware.

### 32.04 Resignation

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

## ARTICLE 33: SENIORITY

33.01 **Definition**

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

33.02 **Break in Seniority**

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

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

33.03 **Seniority Lists**

An up to date seniority list shall be sent to the Union every six (6) months in March and September and when any regular Employee is served notice of layoff. This list shall indicate each Employee's classification.

33.04 **Transfer Between Facilities**

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

**ARTICLE 34: LAYOFF AND RECALL PROCEDURE**

34.01 **Planning**

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

34.02 **Definition**

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

34.03 **Layoff and Displacement Procedures**



## **General Principles**

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

## **Full-Time Employees**

- (b) If a regular full-time Employee receives a position elimination notice in accordance with Article 34.05(a), such Employee, may, within seventy-two (72) hours and in consultation with the Employer, choose a position from among the available vacant full-time positions, identified by the Employer.
- (c) If a vacancy does not exist within the Employee's classification, or the Employee does not accept another vacancy outside of the Employee's classification, the Employee shall, within seventy-two (72) hours and in consultation with the Employer, exercise one of the following options:
  - (i) displace the least senior full-time Employee in an equal or lower paygrade;
  - (ii) displace the least senior part-time Employee in the same classification or in an equal or lower pay grade.

## **Part-Time Employees**

- (d) If a regular part-time Employee receives a position elimination notice in accordance with Article 35.04(a), such Employee, may, within seventy-two (72) hours and in consultation with the Employer, choose a position from among the

available vacant part-time positions in the classification identified by the Employer.

- (e) If a vacancy does not exist within the Employee's classification, or the Employee does not accept another vacancy outside of the Employee's classification, the Employee shall, within seventy-two (72) hours and in consultation with Employer, displace the least senior part-time Employee in an equal or lower paygrade;
- (f) An Employee displaced as a result of Article 34.03(e), shall within seventy-two (72) hours, indicate to the Employer a preference to exercise one of the following options:
  - (i) displace the least senior part-time Employee in an equal or lower pay grade;
  - (ii) accept layoff.

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

- (a) There is not more than four (4) hours lost per job interview; and
- (b) The Employee provides the Employer with written confirmation that the Employee attended the job interview.

#### 34.05 **Notice Provisions**

- (a) The Employer shall notify Regular Employees to be re-assigned or laid off in accordance with Article 34.03 at least twenty-one (21) calendar days before the layoff or re-assignment is to be effective. If the Employee who has received layoff notice is not provided with an opportunity to work during the notice period, such Employee shall be paid an amount equal to the wages the Employee would have earned, had the Employee worked the Employee's regular hours of work in the twenty-one (21) calendar day period. If such Employee is assigned duties other than those normally connected with the classification in question during the notice period, the Employee shall not be paid less than the amount of wages the Employee would have been entitled to receive had such Employee not been provided with an opportunity to work during the notice period.
- (b) Notice of re-assignment or layoff shall be in writing and shall be served either in person or by courier directed to the Employee's last known address. Re-assignment or layoff notices served by courier shall be considered served effective the date of delivery.
- (c) The Union shall be notified of layoffs, displacements and re-assignments as they occur.
- (d) An Employee who receives re-assignment notice and who does not wish to accept the re-assignment, shall have a maximum of seventy-two (72) hours from the receipt of such notice to provide the Employer with written notice of the Employee's refusal of the re-assignment. An Employee who provides the Employer with such written notice within the prescribed time limits shall then be laid off on the effective date of re-assignment notice. An Employee who fails to provide the Employer with such notice within the prescribed time limits shall be deemed to have accepted the re-assignment.

- (e) In the event that an Employee refuses a re-assignment, and if such refusal causes a vacant position or positions to exist, then the Employer shall have the right to choose to fill such vacancies by any of the following methods:
  - (i) rescinding layoff or re-assignment notices to other Employees; and/or
  - (ii) offering such vacancy to another Employee who is displaced or removed from a position due to implementation of the layoff procedures; and/or
  - (iii) posting the vacancy in accordance with the provisions of Article 31.

#### 34.06 **Recalls**

- (a) Subject to the provisions of Article 34.03, a regular Employee who has been laid off from employment shall be eligible to be recalled to a position with the equivalent FTE within the same classification if a vacancy occurs, provided that no other regular Employee is on layoff who has the qualifications for such position and who has greater seniority than such Employee.
- (b) An Employee having exercised the Employee's rights pursuant to Article 34.03(c)(e) or (f), shall maintain the Employee's recall rights until extinguished as follows:
  - (i) the Employee is recalled to the former position; or,
  - (ii) the Employee applies on a posted position and is successful in accordance with Article 31; or,
  - (iii) expiration of 24 calendar months since the date of layoff.
- (c) The method of recall shall be by telephone and, if such is not possible, by courier sent to the Employee's last known place of residence. The Employee so notified shall return to work not later than seven (7) calendar days following receipt of notice or such later date which may be specified by the Employer.
- (d) The Union shall be notified of recalls as they occur.
- (e) In the event that there is a conflict between the provisions of Article 34.06 "Recalls" and Article 34.03, the provisions of Article 34.03 shall prevail.

#### 34.07 **Casual or Temporary Assignment During Layoff**

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

#### 34.08 **Subcontracting, Leasing or Technological Change**

- (a) In the event regular Employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred and twenty (120) calendar days in advance of such change, and every effort will be made to absorb affected Regular Employees into other jobs within the bargaining unit.

- (b) Regular Employees who are transferred by the Employer pursuant to Article 34.08(a), to a lower paid position shall continue to receive their previous rate of pay until the basic rate of pay for the lower paid position is equal to or greater than the previous rate of pay and then shall receive the basic rate of pay for the position occupied.
- (c) Regular Employees who are not absorbed into other jobs within the bargaining unit shall be subject to layoff in accordance with the layoff procedures of this Article.

**34.09 Benefits During Layoff**

A regular Employee who is laid off may make prior arrangements to pay the full premiums of any applicable benefit plans to assure continuation of such protection if so desired, for a maximum per the carrier limitations. Failure by the regular Employee to submit the premium payments to the Employer will result in the discontinuation of benefit coverage.

**34.10 Operation of Article 34**

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

**ARTICLE 35: CASUAL AND TEMPORARY EMPLOYEES**

**35.01 Application**

- (a) Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to casual and temporary Employees.
- (b) The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 20, 21, 28, 30, 31, 31.04(d), 32 and 36 shall apply to casual and temporary Employees.

**35.02 Named Holidays**

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

**35.03 Vacation**

- (a) Casual and Temporary Employees shall be paid in addition to their earnings at the basic rate of pay:
  - (i) six percent (6%) of their earnings at the basic rate of pay during the first and subsequent employment years; or
  - (ii) eight percent (8%) of their earnings at the basic rate of pay during the fourth and subsequent employment years if applicable; in lieu of vacation.

- (b) Casual Employees shall be allowed:
  - (i) twenty-one (21) calendar days off without pay for their vacation after one (1) year of employment; or
  - (ii) twenty-eight (28) calendar days off without pay for their vacation after five (5) years of employment, if applicable.

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

#### 35.04 **Reporting Pay**

In the event that a casual or temporary Employee is required by the Employer to report to work and is then not permitted to commence work or is required to return to duty at a later hour, the Employee shall be compensated by receiving four (4) hours pay at the basic rate of pay.

#### 35.05 **Health Benefits**

Casual Employees are not entitled to participate in the Health Benefit Plan.

#### 35.06 **Overtime**

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

#### 35.07 **On-Call**

- (a) On-call duty shall mean any period during which a Casual or Temporary Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report to work.
- (b) For each assigned hour of authorized on-call duty, a casual or temporary Employee shall be paid the sum of one dollar and twenty-five cents (\$1.25) per hour except that on Named Holidays the Employee shall be paid the sum of one dollar and seventy-five cents (\$1.75) per hour. A Named Holiday shall run from zero zero zero one (0001) hours on Named Holiday to twenty-four hundred (2400) hours of the same day.

- (c) A casual or temporary Employee who is called back to work during the on-call period shall not be paid for those hours worked during the on-call period in accordance with Article 35.07(b), but shall be paid for the hours worked during the call back period at the basic rate of pay unless the maximum hours of work have been exceeded in accordance with Article 17, at which time overtime premiums will apply.
- (d) When an Employee is supplied a pocket pager by the Employer for the purpose of On-Call Duty, there shall be no cost to the Employee for the use of the pocket pager.
- (e) When a Casual or Temporary Employee is regularly scheduled, the Employee shall not be required to lay-off during a regularly scheduled shift to equalize any overtime previously worked.

### 35.08 **Bereavement and Leave**

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

### 35.09 **Seniority**

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

### 35.10 **Workers' Compensation**

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

### 35.11 **Personnel Files**

A casual or temporary Employee who has initiated a grievance shall have access to review the Employee's personnel file upon service of at least one (1) days notice.

### 35.12 **Call Back**

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

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

### 35.13 **Hours of Work**

The provisions of Article 16.01 through 16.04 and 16.08 apply to casual and temporary Employees employed in a regularly scheduled full-time or part-time capacity and:

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

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

**ARTICLE 36: COPIES OF COLLECTIVE AGREEMENT**

36.01 Within sixty (60) days of the signing of this Collective Agreement the Union shall provide the Employee with a copy.

36.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.

36.03 The Agreement shall be printed in pocket size form and the costs shall be shared equally between the parties.

SIGNED this 26 day of February, A.D. 2014

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

  
\_\_\_\_\_

  
\_\_\_\_\_

Date: Feb 26, 2014

Date: 26 February 2014



**SALARY APPENDIX**

<b>Classification</b>	<b>Step</b>	<b>Effective July 1, 2013</b>
Clerk 3	1	\$20.61
Unit Clerk	2	21.31
	3	22.00
	4	22.70
	5	23.40
Clerk 1	1	16.57
	2	17.41
	3	18.23
	4	19.07
	5	19.88
Cook 1	1	18.71
	2	20.14
	3	21.55
	4	22.99
	5	24.39
Cook 2	1	20.46
	2	21.96
	3	23.46
	4	24.95
	5	26.43
Food Service Aide	1	15.13
	2	16.36
	3	17.59
	4	18.88
	5	
Food Service Cashier	1	13.77
	2	15.05
	3	16.32
	4	17.58
	5	19.07
Housekeeping Aide	1	15.13
	2	16.36
	3	17.59
	4	18.88



<b>SALARY APPENDIX</b>		
<b>Classification</b>	<b>Step</b>	<b>Effective July 1, 2013</b>
Housekeeping Attendant	1	15.51
	2	16.78
	3	18.04
	4	19.35
	5	20.64
Housekeeping Leader	1	17.69
	2	19.10
	3	20.48
	4	21.85
	5	23.26
Laundry Worker 1	1	15.13
	2	16.36
	3	17.59
	4	18.88
Laundry Worker 2	1	16.38
	2	17.67
	3	18.94
	4	20.23
	5	21.50
Maintenance Worker 1	1	15.51
	2	16.78
	3	18.04
	4	19.35
	5	20.64
Maintenance Worker 3	1	19.49
	2	20.86
	3	22.24
	4	23.59
	5	24.94
	6	25.85
	7	27.34

<b>SALARY APPENDIX</b>		
		<b>Effective</b>
<b>Classification</b>	<b>Step</b>	<b>July 1, 2013</b>
Nursing Attendant	1	18.95
	2	19.93
	3	20.60
	4	21.20
	5	21.90
	6	22.38
	7	23.05
	8	23.75
Scheduling Clerk	1	20.61
	2	21.31
	3	22.00
	4	22.70
	5	23.40
Therapy Aide	1	18.95
	2	19.93
	3	20.60
	4	21.20
	5	21.90
	6	22.38
	7	23.05
	8	23.75

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**THE GOOD SAMARITAN SOCIETY**  
(the "Employer")

- and -

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

**RE: LEGAL INDEMNIFICATION**

The Employer will maintain comprehensive general liability and medical malpractice insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.

In accordance with the certificate of insurance, the Employer shall provide legal representation for matters arising out of the performance of an Employee's assigned duties

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

[Redacted Signature]

[Redacted Signature]

Date: Feb 26, 2014

Date: 26 February 2014

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**THE GOOD SAMARITAN SOCIETY**  
(the "Employer")

**- and -**

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

**RE: SEVERANCE**

**Purpose**

1. The parties agree that the primary purposes of the Severance Program (the Program) are to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and ensure quality and continuity of services. Severance is one of many human resources management tools to assist with restructuring the organization.

**Severance Offering and Eligibility**

2. The program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending June 30, 2016, or upon ratification of a new Collective Agreement, whichever is later.
3.
  - (a) Severance will be offered only as a result of organizational changes that result in the permanent reduction in the number of CUPE certified regular Employees within a separate certified bargaining unit covered by this Collective Agreement.
  - (b) Employees on full layoff will not be eligible to apply for the program.
  - (c) The timing and extent of application periods and of the offering will be determined by the Employer.
  - (d) Program transfers affecting other bargaining units may be taken into account when assessing the extent of the permanent reduction in the number of CUPE certified regular Employees.
4. The Program, when offered by the Employer, will be open to all eligible regular part-time and full-time Employees employed and working in a regular position as of the date of the Program offering.
5. An approved severance will be calculated as follows:
  - The equivalent of two (2) weeks regular salary for each full year of continuous service to a maximum payment of forty (40) weeks.
  - Regular salary = (regularly scheduled hours of work as at date of application for the program) x (basic rate of pay).
  - For the purposes of the Program, continuous service will be calculated from the last date of hire recognized with the Employee's current Employer.

## Severance Approval

6. (a) The Employer shall have the right to accept or reject any application for severance based on operational requirements. Subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.
- (b) Severance will not be approved if termination of the Employee does not directly result in the permanent elimination of the regular Employee's full-time equivalency, or a comparable full-time equivalency.
- (c) Program transfers affecting other bargaining units may be taken into account when assessing comparable full-time equivalencies.
- (d) The Employer reserves the right to determine the date of termination and, once approved, the decision to take severance and terminate employment is irrevocable.

## Operation of the Program

7. An Employer will only consider a severance application from an Employee on sick leave, WCB, or LTD where the Employee has provided medical evidence to the Employer that they are fit to return to work.
8. Regular Employees whose applications for the program are approved will terminate their employment and have no right to recall under Article 10: Layoff/Recall.
  - (a) Employees whose application for severance are approved will not be eligible for rehire by the Employer, for the period of the severance.
  - (b) The Employee may be considered for rehire by the Employer provided they repay the severance that was received, or, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

This Letter of Understanding shall expire at the end of the term of the Collective Agreement or upon the date of ratification of the next Collective Agreement, whichever is later.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



Date: Feb 26, 2014

Date: 26 February 2014

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**THE GOOD SAMARITAN SOCIETY**  
(the "Employer")

**- and -**

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

**RE: JULY 1, 2013 – JUNE 30, 2016 SALARY APPENDIX**

The parties agree to the following terms and conditions.

1. The Employer shall match other bargaining unit salary and steps of all classifications for 2013 for Local 1031, General Support Services and Auxiliary Nursing at the Dr. Gerald Zetter Care Centre.
2. Any such matching shall be effective July 1, 2013.
3. Parties have agreed to amend articles as attached with shall be incorporated into the collective agreement.
4. The parties further agree that if during the term of the Collective Agreement, the other bargaining unit negotiates more favorable terms and conditions of employment than currently covered by the collective agreement the parties shall meet to renegotiate with a view to matching those terms. For greater certainty the articles dealing with terms and conditions are appended to this LOU. The list is not intended to be exhaustive or to bind CUPE.
5. Parties agree to recommend this LOU to the membership for ratification and to the Executive of The Good Samaritan Society for approval.

<b><u>SALARY APPENDIX</u></b>		
<b><u>Classification</u></b>	<b><u>Step</u></b>	<b><u>Effective July 1, 2013</u></b>
Clerk 3,	1	20.61
Unit Clerk	2	21.31
	3	22.00
	4	22.70
	5	23.40
Clerk 1	1	16.57
	2	17.41
	3	18.23
	4	19.07
	5	19.88

<b>SALARY APPENDIX</b>		
		<b>Effective</b>
<b><u>Classification</u></b>	<b><u>Step</u></b>	<b><u>July 1, 2013</u></b>
Cook 1	1	18.71
	2	20.14
	3	22.55
	4	22.99
	5	24.39
Cook 2	1	20.46
	2	21.96
	3	23.46
	4	24.95
	5	26.43
Food Service Aide	1	15.13
	2	16.36
	3	17.59
	4	18.88
Food Service Cashier	1	13.77
	2	15.05
	3	16.32
	4	17.58
	5	19.07
Housekeeping Aide	1	15.13
	2	16.36
	3	17.59
	4	18.88
Housekeeping Attendant	1	15.51
	2	16.78
	3	18.04
	4	19.35
	5	20.64
Housekeeping Leader	1	17.69
	2	19.10
	3	20.48
	4	21.85
	5	23.26
Laundry Worker 1	1	15.13
	2	16.36
	3	17.59
	4	18.88

<b>SALARY APPENDIX</b>		
		<b>Effective</b>
<b><u>Classification</u></b>	<b><u>Step</u></b>	<b><u>July 1, 2013</u></b>
Laundry Worker 2	1	16.38
	2	17.67
	3	18.94
	4	20.23
	5	21.50
Maintenance Worker 1	1	15.51
	2	16.78
	3	18.04
	4	19.35
	5	20.64
Maintenance Worker 3	1	19.49
	2	20.86
	3	22.24
	4	23.59
	5	24.94
	6	25.85
	7	27.34
Health Care Aide	1	18.95
	2	19.93
	3	20.60
	4	21.20
	5	21.90
	6	22.38
	7	23.05
	8	23.75
Scheduling Clerk	1	20.61
	2	21.31
	3	22.00
	4	22.70
	5	23.40
Therapy Aide	1	18.95
	2	19.93
	3	20.60
	4	21.20
	5	21.90
	6	22.38
	7	23.05
	8	23.75



THE GOOD SAMARITAN SOCIETY & CUPE  
Terms and Conditions of Employment  
Article List

If during the term of the Collective Agreement, the other bargaining unit negotiates more favorable Terms and Conditions of Employment in any area listed below, the parties agree to meet to renegotiate with a view to matching those terms. This list is not intended to be exhaustive or binding.

- 14 - Salaries
- 16 - Hours of work
- 17 - Overtime
- 18 - On call
- 19 - Call back
- 20 - Premiums
- 21 - Transportation Allowance
- 22 - Annual Vacation
- 23 - Named Holidays
- 24 - Sick Leave
- 26 - Health Benefits
- 28 - Leaves of Absence
- 29 - Bereavement

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



Date: Feb 26, 2014

Date: 26 February 2014

**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

**THE GOOD SAMARITAN SOCIETY**  
(the "Employer")

**-and-**

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

**RE: EMPLOYMENT INSURANCE MONIES**

The parties agree the Employee's share of Employment Insurance Rebate Funds shall be allocated to all eligible employees individually on a bi-weekly basis. Payment of these monies will be reflected on the Employees bi-weekly pay stubs. This Letter of Understanding applies to all employees in the bargaining unit.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

[Redacted Signature]

[Redacted Signature]

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Date: Feb 26, 2014

Date: 26 February 2014

RO/clc/gb



Canadian Office & Professional Employees  
Local #491