COLLECTIVE AGREEMENT

between

THE GOOD SAMARITAN SOCIETY

(hereinafter referred to as the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031

(On behalf of employees employed in TeleCare)
(hereinafter referred to as the "Union")

Expiry July 31, 2016

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COLLECTIVE AGREEMENT made this _____ day of _____, 2016.

COLLECTIVE AGREEMENT

between

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

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031
(on behalf of employees employed in TeleCare)
(hereinafter referred to as the Union)

PREAMBLE

Agreeing that the primary purpose of the Employer is to provide the community with efficient, competent 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, clients, 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.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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 July 31, 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.

ARTICLE 2: DEFINITIONS

2.01 An "Employee" shall mean any employee of the Employer for whom the Union has been certified as bargaining agent, 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 16.05.

(ii) "Part-time Employee" shall mean an employee who works scheduled shifts as described in 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.

2.02 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.

2.03 (a) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to all Regular Employees, as defined by Article 2.01 (a) (i) and (ii).

(b) Casual and Temporary Employees do not have a continuing employment relationship with the Employer and except as specifically stated in Article 29 of this Collective Agreement, the provisions of this Collective Agreement shall not apply to Casual and Temporary Employees.

2.04 "Vacation" means annual vacation with pay.

2.05 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.

2.06 "Shift" means a daily tour of duty exclusive of overtime hours.

2.07 "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.

2.08 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.

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

2.10 "Employer" shall mean The Good Samaritan Society (A Lutheran Social Service Organization), and include such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the organization.

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.

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 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.

4.05 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.

ARTICLE 6: MANAGEMENT RIGHTS

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

ARTICLE 7: NO DISCRIMINATION

7.01 The Employer or the Union shall not at any time discriminate against any Employee on account of race, religious beliefs, 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, SAFETY AND WELLNESS

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 An Occupational Health, Safety and Wellness Committee (the Committee) will be established and the Union will have the right to designate one (1) member of the bargaining unit as a member 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.

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 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 12.03(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 a Bulletin Board which shall be placed so that all Employees shall have access to it 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. 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 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 with Operations Manager

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 Operations Manager within seven (7) days of when the Employee first became aware of, or reasonably should have become aware of, the occurrence. The Employee shall have the right to be accompanied by a Shop Steward or Union Officer while discussing the matter with the Operations Manager. The Operations Manager shall advise the Employee of her decision within seven (7) days of the date the matter was first discussed.

(b) **Step II (Operations Manager)**

If the grievance is not resolved through Step I, the grievance shall, within seven (7) days of the decision of the Operations Manager, be forwarded in writing by the Union and the Employee concerned, to the Operations Manager or designate, specifying the nature of the grievance and the redress sought. The Operations 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 (Vice President, Support Services & Business Development)**

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 Operations Manager or designate, submit the grievance in writing to the responsible Vice President or their 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 responsible Vice President or their 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.

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**

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, 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 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**

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

13.04 **Length of Probation Period**

(a) The probation period for an Employee consists of four hundred and forty (440) hours worked from the date the last period of continuous employment commenced.

(b) The probation period may be extended by an additional four hundred and forty (440) 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 eight hundred and eighty (880) hours.

ARTICLE 14: SALARIES

14.01 Salary Appendix

The Basic Rates of Pay for each classification shall be expressed in hourly terms in the Salaries Appendix 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 Appendix upon completion of two thousand and twenty-two point seven five (2,022.75) paid hours, exclusive of overtime.

14.03 Achieving a Different Position in a Different Classification

(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.

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 ½ X) the Basic Rate of Pay for all hours worked on the first 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 her 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 one half (7 1/2) work hours per day; and

(ii) seventy-five (75) work hours in a fourteen (14) calendar day period;

(b) 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) calendar day period;

(iii) not more than six (6) consecutive days of work without receiving her days off;

(iv) at least fifteen and one half (15 ½) 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.

(c) 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 one half (7 1/2) 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) 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) calendar day period;

(iii) not more than six (6) consecutive days of work without receiving days off;

(iv) at least fifteen and one half (15 ½) 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.

(c) 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. Where operationally possible, such additional hours of work shall be distributed relatively equally amongst the available Regular Part-time Employees who have requested additional hours of work and who are trained and able to do the work.

(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 one-half hours per day, unless the Employee is working a twelve (12) hour shift;

(iii) the hours worked do not exceed seventy-five (75) hours over a period of fourteen (14) calendar days;

(iv) no Employee shall work more than ten (10) days within a fourteen (14) day period.

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 overtime will not be applicable.

16.07 **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.

16.08 Employees within the same classification may request a shift exchange. Such requests for shift exchanges must be made in writing at least seven (7) calendar days in advance. A shift exchange shall be compensated at the Employee's basic rate of pay. A request for an exchange of shifts will not be viewed as a contravention of this Article and overtime will not be applicable. Such requests will not be unreasonably denied.

16.09 **Meal Periods**

An Employee who is required to work through their meal period shall have the meal period rescheduled later in their shift. Where it is not possible to reschedule the Employee's meal period later in the shift, the Employee shall be paid their Basic Rate of Pay for the missed meal period.

ARTICLE 17: OVERTIME

17.01 The Employer shall determine when overtime is necessary and for what period of time it is required. Overtime shall be authorized in advance. All authorized overtime worked in excess of seventy five (75) hours per pay period shall be paid at the rate of one and one-half times (1 1/2X) the Basic Rate of Pay.

17.02 Failure to provide at least twelve (12) hours rest between scheduled shifts 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 twelve (12) 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 Employees required to work by the Employer on their scheduled days off shall be paid one and one-half times (1 1/2X) the Basic Rate of Pay for hours worked on each such day.

17.05 Overtime shall be shared as equally as possible among Employees who perform the work involved.

17.06 (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.

17.07 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 Article 18.02 will not apply if an Employee on On-call duty is actually called in to work during their on-call period. The Employee will be paid in accordance with Article 19.

18.04 **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.

18.05 **Cell Phone or PDA**

When an Employee is supplied a cell phone or PDA by the Employer for the purpose of on-call duty, there shall be no cost to the Employee for the use of the cell phone or PDA.

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 her 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.

19.04 **Short Response**

Notwithstanding the above, where the issue can be dealt with on the telephone, the Employee shall be paid for thirty (30) minutes at regular time. The response to a call starts a thirty (30) minutes call window. Any additional calls within the same thirty (30) minute window will not accrue additional time. Additional calls occurring after the thirty (30) minute window will count as additional time.

ARTICLE 20: TRANSPORTATION ALLOWANCE

20.01 An Employee who normally travels from the work site 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 their 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.

20.02 When an Employee is authorized by the Employer to use the Employee's automobile in the course of their duties or in the event of a call back, the Employee shall be reimbursed at the rate of forty-two cents ($0.42) per kilometre or the Good Samaritan Society rate, whichever is higher.

20.03 Transportation allowance shall be paid for the shortest distance between locations and the most direct route.

ARTICLE 21: ANNUAL VACATION

21.01 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 third (3rd) years of such employment a Full-time Employee earns a vacation time of fifteen (15) working days;

(ii) during the fourth (4th) to the 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.

21.02 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.

21.03 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 21.05	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 third (3rd) continuous years of employment; or

(b) eight percent (8%) during the fourth (4th) to fourteenth (14th) continuous years of employment; or

(c) ten percent (10%) during the fifteenth (15th) and subsequent continuous years of employment;

(d) twelve percent (12%) during the twenty-fifth and subsequent continuous years of employment.

21.04 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 21.05	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.

21.05 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 one half (7 1/2) hours will be recognized for the purposes of determining vacation pay.

21.06 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.

21.07 Time of Vacation

(a) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits her vacation preference 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 21.07(a), vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Request for vacation which are submitted

after March 15th shall be dealt with on a first-come, first-serve basis. A Regular Employee who chooses to take her vacation in broken periods shall be allowed to exercise her 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, unless otherwise mutually agreed between the Employee and the Employer.

(e) 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.

(f) 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.

(g) No Regular Employee may continue to work and draw vacation pay in lieu of taking her vacation.

21.08 **Sick While on Vacation**

Should a Regular Employee demonstrate to the satisfaction of the Employer that she was admitted to a hospital as an "in-patient" or "out-patient" during the course of her vacation, she 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 23 (Sick Leave). Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.

21.09 **Vacation Pay upon Termination**

An Employee leaving the service of the Employer at any time before she has exhausted the vacation credit to which she is entitled, shall receive payment for all unused vacation at the Basic Rate of Pay.

ARTICLE 22: NAMED HOLIDAYS

22.01 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 30th 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.

22.02 **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.

22.03 **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 her 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.

22.04 **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 1/2 X) 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 (1) regular day's pay.

22.05 **Named Holiday While on Vacation**

Subject to Article 21.08 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.

22.06 **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.

22.07 **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 22.06.

22.08 **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 of Pay and of their vacation pay, in lieu of Named Holiday pay.

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

ARTICLE 23: SICK LEAVE

23.01 **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.

23.02 **Sick Leave during Probation Period**

After a Regular Employee has completed her probation period she 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 her probation period.

23.03 **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.

23.04 **Payment for Sick Leave**

A Regular Employee granted sick leave shall be paid for the period of such leave at her Basic Rate of Pay and the number of days thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Regular Employee's accumulated credits at the time sick leave commenced.

23.05 **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 her work hours, she 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 she submits satisfactory proof of attendance at such appointment when required by the Employer to do so.

23.06 **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.

23.07 **Extended Illness**

An Employee who has exhausted her 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 she 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 her former classification, shall be reinstated by the Employer in the same classification which she held immediately prior to her absence;

(b) an Employee who is not capable of performing the duties of her 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 her in an available position that she 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 her

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.

23.08 **Reporting Sick**

Regular Employees reporting sick shall do so to the Employer as soon as possible 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.

23.09 **Maximum Credits**

When a Regular Employee has accrued the maximum sick leave credits she shall no longer accrue sick leave credits until such time as her total accumulation is reduced below the maximum. At that time she shall recommence accumulating sick leave credits.

23.10 **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.

23.11 **Part-Time Employees**

(a) Sick leave credits for a Part-time Employee shall be prorated based on hours paid.

(b) When a Regular Full-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.

23.12 **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, she 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 24: WORKERS' COMPENSATION

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

24.02 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.

24.03 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.

24.04 (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 their 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.

24.05 The parties agree that the individual Employee shall keep the Employer informed of the prognosis of her 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 she shall be expected back to work and will try where possible to give the Employer at least fourteen (14) calendar days notice of the date she will be able to return to work.

ARTICLE 25: HEALTH BENEFITS

25.01 **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) An Extended Health Care benefit which provides 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 ($1500) 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 dollars ($1500) 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 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);

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

25.03 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.

25.04 **Benefit Plan Premiums**

The Employer shall implement these plans with the premium costs being shared seventy percent (70%) by the Employer and thirty percent (30%) by the Regular Employee.

25.05 **Part-Time Employees**

Subject to the preceding provisions where it is anticipated that a Part-time Employee will work a minimum of fifteen (15) hours per week, averaged over a calendar year she shall participate in the Health Benefits Plans.

25.06 All eligible Employees shall participate in the Life Insurance and Disability portion of the Group Benefit Plan.

25.07 All eligible Employees shall be enrolled in both the Extended Health Care and Dental Plans, when the Employee does not provide proof of extended Health and Dental coverage through another Benefit Plan.

25.08 The Employer shall advise Employees of all health benefit rate changes pursuant to Article 25.

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

ARTICLE 26: PENSION PLAN

26.01 When enrollment and other legal requirements have been met, the Employer shall take steps to contract for and implement a Defined Contribution Pension Plan.

The Pension Plan shall be open to all Regular Full-time and Part-time Employees, subject to enrollment requirements.

26.02 The Pension Plan is voluntary for Employees in a 0.4 to 0.69 FTE position. The Pension Plan is mandatory for all Employees in a 0.7 FTE, or higher, position. Enrollment forms must be submitted, in writing, on or before the Employee's eligibility date. Failing to submit the enrollment form, the Employee shall be registered in the entry level investment fund in place at the time. The Employer will match the Employee's contribution.

26.03 Regular Employees are eligible to contribute to the Employer's defined Contribution Pension Plan as follows:

(a) the first (1st) year of employment is a waiting period and no contributions may be made during this period.

(b) during the second (2nd) and subsequent years of employment an Employee registered in the plan will direct four percent (4%) of regular earnings towards the pension plan and the Employer will make a matching contribution according to the eligibility requirements.

26.04 The implementation and operation of the Pension Plan, referred to above, shall at all times be subject to and governed by the terms and conditions outlined in the pension plan information brochures and the terms and conditions of the policies or contracts entered into with the pension carrier.

The Employer shall make available copies of information brochures to all Employees participating in this plan and the Union.

ARTICLE 27: LEAVES OF ABSENCE

27.01 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 22. 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.

27.02 Accrual of Benefits While on Leave

(a) If an Employee is on leave of absence for thirty days or less, their Extended Health and Dental benefit will continue with the premium being paid seventy percent (70%) by the Employer and thirty percent (30%) by the Employee. If an Employee's leave of absence extends beyond thirty days and the Employee wishes to continue coverage with the Group

Benefit Plan, the Employee shall make arrangements in writing with the Employers Benefit Department to pay their share of the premiums.

i) For Maternity, Parental, Adoption leaves and Sick leave as per Article 23: Sick Leave, the Employee share of the premiums is thirty percent (30%).

ii) For all other leaves of absence covered under Article 27 Leaves of Absence, the Employee is responsible for 100% of the premiums and the Benefit coverage shall not extend beyond three (3) months.

(b) An Employee who has maintained their Extended Health and Dental benefit coverage for the twenty-four weeks prior to Long Term Disability will continue to receive these benefits without paying their share of the premium costs for a maximum of two (2) years. Should the Employee continue to be covered on LTD after two (2) years, the Employee shall pay all Extended Health and Dental premiums directly to the carriers.

(c) Life Insurance benefits will continue without cost to the Employee after twenty-four weeks.

27.03 **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 position with the Union, or any body with which 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.

27.04 **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.

27.05 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 27.06 to provide for a total leave of absence which shall not exceed fifty-two (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.

27.06 Parental Leave

(a) An Employee who is on a Maternity Leave in accordance with Article 27.05, 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 position held by her immediately prior to taking such leave and at 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.

27.07 **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.

27.08 **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 or 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.

27.09 **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.

27.10 **Compassionate 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 27.02.

(c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for leave.

ARTICLE 28: BEREAVEMENT

28.01 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	

28.02 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.

28.03 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.

28.04 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 29: CASUAL AND TEMPORARY EMPLOYEES

29.01 **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, 13, 14, 15, 20, 27, 29, 30, 31 and 34 shall apply to Casual and Temporary Employees.

29.02 **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.

29.03 **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 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.

(c) 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.

29.04 **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, she shall be compensated by receiving three (3) hours pay at the Basic Rate of Pay.

29.05 **Health Benefits**

Casual Employees are not entitled to participate in the Health Benefit Plan. An Employee who is employed in a temporary position of six (6) months or longer will be entitled to the provisions of this Article.

29.06 **Overtime**

(a) The Employer shall determine when overtime is necessary and for what period of time it is required. All authorized overtime worked in excess of seventy-five (75) hours in a pay period shall be paid at one and one-half times (1 1/2X) the Basic Rate of Pay.

(b) Failure to provide at least twelve (12) hours rest between scheduled shifts, 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 twelve (12) hours rest between scheduled shifts.

29.07 **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 she 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 29.07(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 cell phone or PDA by the Employer for the purpose of On-Call Duty, there shall be no cost to the Employee for the use of the cell phone or PDA.

(e) When a Casual or Temporary Employee is regularly scheduled, she shall not be required to lay-off during a regularly scheduled shift to equalize any overtime previously worked.

29.08 **Bereavement and Leave**

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

29.09 **Seniority**

Casual and Temporary Employees do not accumulate seniority.

29.10 **Workers' Compensation**

Workers' Compensation Board coverage will be provided for Casual and Temporary Employees.

29.11 **Personnel Files**

A Casual or Temporary Employee who has initiated a grievance shall have access to review her personal file upon service of at least one (1) day's notice.

29.12 **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 her regular hours shall be paid for any one (1) call at either:

(a) the overtime rate as specified in Article 29.06(a);

(b) three (3) hours at the Basic Rate of Pay;

whichever is greater.

29.13 **Hours of Work**

The provisions of Article 16.01 through 16.04 and 16.07 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.

29.14 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 30: APPOINTMENTS, PROMOTIONS, TRANSFERS AND VACANCIES

30.01 **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.

30.02 **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.

(c) An Employee off work for ninety (90) calendar days or more shall give the Employer fourteen (14) calendar days notice of their intent to return to work.

30.03 **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.

30.04 **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.

30.05 **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.

30.06 **Trial Periods**

A Regular Employee who is the successful applicant of a posting shall be considered on a trial period in her 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 her former position and Basic Rate of Pay without loss of seniority.

30.07 **Responsibility Pay**

(a) When the Employer designates a Regular Employee in writing to substitute on a position in a classification with a greater end rate and such assignment is for at least two (2) hours or longer 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 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 her Basic Rate of Pay, an amount commensurate with the additional responsibilities.

30.08 **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 32 and shall revert back to her 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 25.

30.09 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the worksite is effected to accommodate an Employee to provide a period of Rehabilitative Work Experience.

30.10 When an Employee is promoted to a position in a classification with a higher end rate than their present classification, they shall be advanced to the next pay step that provides them with an increase in their Basic Rate of Pay.

ARTICLE 31: DISCIPLINE, DISMISSAL AND RESIGNATION

31.01 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.

31.02 Abandonment

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

31.03 Personnel Files

(a) Upon service of at least one (1) day's notice an Employee shall have the right to view her personnel file once each year or when the Employee has filed a grievance. An Employee shall be given a copy of the contents of her personnel file provided that she 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 of the disciplinary measure was invoked, request in writing that their 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.

31.04 Resignation

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

ARTICLE 32: SENIORITY

32.01 Definition

For Regular Employees, "Seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the Employer in TeleCare from the last date of hire and shall continue to accrue during periods of layoff as specified in Article 33 and authorized leave of absence.

32.02 Break in Seniority

Seniority shall be considered broken, all rights forfeited 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 achieves casual status.

32.03 Seniority Lists

An up to date seniority list shall be sent to the Union in January of each year and when any Regular Employee is served notice of layoff. This list shall indicate each Employee's classification.

32.04 Transfer Between Facilities

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

ARTICLE 33: LAYOFF AND RECALL PROCEDURE

33.01 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 33 shall apply only to the 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.

33.02 **Definition**

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

33.03 **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 33.03(c) and 33.03(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 33.03(c) or 33.03(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 33.03 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 33.05(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 their 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 33.05(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 their 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 33.03(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.

33.04 The parties agree when an Employee has been given notice of 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:

(i) There is not more than four (4) hours lost per job interview; and

(ii) The Employee provides the Employer with written confirmation that the Employee attended the job interview.

33.05 **Notice Provisions**

(a) The Employer shall notify Regular Employees to be re-assigned or laid off in accordance with Article 33.03 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 her 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 her 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 30.

33.06 **Recalls**

(a) Subject to the provisions of Article 33.03, 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 her rights pursuant to Article 33.03 (c), (e) or (f), shall maintain her 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 30; 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 33.05 "Recalls" and Article 33.03, the provisions of Article 33.03 shall prevail.

33.07 **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.

33.08 **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 33.08 (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.

33.09 **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 of three (3) months. Failure by the Regular Employee to submit the premium payments to the Employer will result in the discontinuation of benefit coverage.

33.10 **Operation of Article 33**

The operation of Article 33 shall not be construed as a violation of Articles 16 and 30 and no overtime will be payable as a result of schedule changes.

ARTICLE 34: COPIES OF COLLECTIVE AGREEMENT

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

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

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

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

[redacted]

LETTER OF UNDERSTANDING # 1

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

LETTER OF UNDERSTANDING # 2

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the "Employer")

- and -

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

RE: FLEXIBLE HEALTH BENEFIT SPENDING ACCOUNT

1. A sum of three hundred and fifty ($350.00) per each benefit eligible Employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account. The rate will be accrued on a monthly basis.

2. 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.

3. 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*.

4. 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.

5. 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.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

[redacted]

SALARIES APPENDIX

Occupation	Step	August 1, 2014	February 1, 2015	August 1, 2015	February 1, 2016
Customer Service Representative	1	$15.71	$15.76	$15.95	$16.00
	2	$17.15	$17.20	$17.41	$17.46
	3	$18.36	$18.42	$18.64	$18.70
	4	$19.64	$19.70	$19.94	$20.00
	5	$21.02	$21.08	$21.33	$21.39
Customer Service Team Lead	1	$20.17	$20.23	$20.47	$20.53
	2	$20.78	$20.84	$21.09	$21.15
	3	$21.49	$21.55	$21.81	$21.88
	4	$22.24	$22.31	$22.58	$22.65
	5	$23.03	$23.10	$23.38	$23.45
Equipment Coordinator	1	$17.24	$17.29	$17.50	$17.55
	2	$17.70	$17.75	$17.96	$18.01
	3	$18.96	$19.02	$19.25	$19.31
	4	$19.54	$19.60	$19.84	$19.90
	5	$20.12	$20.18	$20.42	$20.48
Equipment Assistant	1	$14.70	$14.74	$14.92	$14.96
	2	$16.08	$16.13	$16.32	$16.37
	3	$17.22	$17.27	$17.48	$17.53
Customer Service Assistant	1	$14.70	$14.74	$14.92	$14.96
	2	$16.08	$16.13	$16.32	$16.37
	3	$17.22	$17.27	$17.48	$17.53
Equipment Coordinator Team Lead	1	$19.16	$19.22	$19.45	$19.51
	2	$19.73	$19.79	$20.03	$20.09
	3	$20.42	$20.48	$20.73	$20.79
	4	$21.13	$21.19	$21.44	$21.50
	5	$21.88	$21.95	$22.21	$22.28