COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Local 408

- AND -

RIDGE COUNTRY HOUSING

January 1, 2018 to December 31, 2020

Canadian Office & Professional Employees
Local 491 MK/LRC

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COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Local 408

(hereinafter referred to as the "Union")

- AND –

RIDGE COUNTRY HOUSING

(hereinafter referred to as the "Employer")

PREAMBLE

(a) The Parties acknowledge that the primary purpose of the Employer and the Employees is to provide quality service to the residents.

(b) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.

(c) To recognize the mutual value of joint discussions and negotiations; and

(d) To encourage efficiency in operations.

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement shall be in full force and effect from and after the date upon which the Employer and the Union exchange notice of ratification by their principals of the terms of this Collective Agreement, from January 1, 2018 to December 31, 2020 and from year to year thereafter unless notice of the desire to amend this Collective Agreement is given in writing by either party to the other party not less than sixty (60) days, nor more than one hundred twenty (120) days prior to December 31, 2020.

1.02 Where notice to amend this Collective Agreement is given, this Collective Agreement shall remain in full force and effect until a new Collective Agreement has been executed, the right of the bargaining agent to represent the Employees is terminated, or a strike or lockout commences under the provisions of the Alberta Labour Relations Code.

1.03 There should be no strike or lockout during the term of this Collective Agreement.

ARTICLE 2: DEFINITIONS

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

2.02 "Employer" shall mean and include the Board of Ridge Country Housing. While the Board of Ridge Country Housing at all times remains the Employer, it is understood for the purpose of interpreting this Collective Agreement that the Board may, from time to time, appoint or designate others to carry out the administrative duties in respect of the operation and management of the administration of this Collective Agreement.

2.03 "Employee" shall mean a person covered by this Collective Agreement and Employed by the Employer.

2.04 "Union" shall mean the Canadian Union of Public Employees, Local 408.

2.05 "Full-time Employee" shall mean one who is regularly scheduled to work the hours specified in Article 7.02.

2.06 "Part-time Employee" shall mean one who is regularly scheduled to work less than the hours specified in Article 7.02.

2.07 (a) "Temporary Employee" shall mean one who is hired on a temporary basis:

(i) To replace a Full-time or Part-time Employee who is absent due to illness, injury or Leave of Absence, the duration of which the Employee has indicated is more than three (3) months; and/or

(ii) For a job of more than three (3) months, but less than six (6) months. Such period may be extended by mutual agreement between the Union and the Employer.

(b) The alteration of employment status after the periods specified in Article 2.07(a) will be regulated by the terms of this Collective Agreement.

(c) A temporary vacancy as per Article 2.07(a) shall be posted and filled in accordance with the provisions of Article 20.01.

(d) Where a member of the bargaining unit is the successful applicant for a temporary vacancy, the Employee shall return to the position or status that they held before filling the temporary vacancy at the end of the stated or extended temporary term, or when the Employee they are replacing returns to work, whichever occurs first.

2.08 (a) "Casual Employee" shall mean one who is:

(i) Not regularly scheduled, but works on an 'on call' basis; and/or

(ii) Scheduled to relieve in the case of absences for illness, injury, leaves of absence and/or vacation of other Employees, the duration of which is three (3) months or less.

(b) Only the following Articles of the Collective Agreement apply to Casual Employees: 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12.07, 13.03, 13.04, 13.05, 20, 21, 23, 24, 26.02(d), 27, 29.02, 31.01 and Appendix "A": Salaries.

2.09 "Shift" shall mean a daily tour of duty excluding overtime hours.

2.10 "Cycle of the Shift Schedule" means the period of time when the shift cycle schedule repeats itself, and in no case will exceed a period of thirty (30) days.

2.11 "Continuous Service" shall mean the period of employment commencing on the latest date of employment that:

(a) Is not interrupted by termination, dismissal or change in status to that of a Casual Employee; or

(b) Follows any period of employment as a Casual Employee.

ARTICLE 3: MANAGEMENT RIGHTS

3.01 Management reserves all rights not specifically restricted in this Collective Agreement.

3.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:

(a) Maintain order, discipline, efficiency, and to make, alter, and enforce, from time to time rules and regulations to be observed by an Employee which are not in conflict with any provision of this Collective Agreement;

(b) Direct the working force and to create new positions, and to determine the number of Employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;

(c) Hire, promote, transfer within the same site, layoff and recall Employees; and

(d) Demote, discipline, suspend, or discharge for just cause.

ARTICLE 4: UNION RECOGNITION

4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees as may be covered by the Certificate #178-98, and amendments thereto, issued by the Labour Relations Board of Alberta. The Employer hereby agrees to negotiate with the Union and its authorized bargaining committee in all matters relating to collective bargaining.

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

4.03 The Union will advise the Employer, in writing, of the names and positions of the Local Union Officers no later than thirty (30) days after the Collective Agreement is in full force and effect.

4.04 The Union or the Employees shall have the right to have the assistance of a CUPE National Representative at any time when dealing or negotiating with the Employer. The CUPE National Representative shall deal with the issues that arise from the Articles as quickly as possible.

4.05 Employees shall, upon twenty-four (24) hours written notice to the Employer, be permitted to view their personnel file. Period of time refers to Monday through Friday, exclusive of General Holidays.

4.06 Persons Employed by the Employer who are not in the bargaining unit shall not perform bargaining unit work except in cases of emergency, or when regular Employees are not available.

ARTICLE 5: UNION DUES DEDUCTION

5.01 The Employer agrees to deduct from Employees in the bargaining unit an amount equal to the monthly dues as directed by the Union, and in a manner, which is in keeping with the payroll system of the Employer.

5.02 Deductions shall be forwarded to the appropriate Union designate accompanied by a list of the names of those Employees, and employment status, from whom wage deductions have been made. Such deductions shall be made from each pay cheque and forwarded to the Union designate no later than ten (10) working days following said deductions having been made.

5.03 The Union shall advise the Employer, in writing, of any changes in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be provided at least thirty (30) days prior to the effective date of the change.

5.04 Income Tax (T4) slips provided to Employees shall indicate the amount of Union dues paid by each Employee in the previous year.

5.05 The Employer shall provide the Union with a listing(s) of Employees specifying the Employees name, home address and telephone number once per year as of January 15th of each year. The Employer shall provide the list to the Union on or before January 31st of each year.

ARTICLE 6: NO DISCRIMINATION

6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised in respect of any Employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, or handicap, nor by reason of membership, non-membership or activity in the Union.

ARTICLE 7: HOURS OF WORK

7.01 It is understood and agreed that the work schedule shall provide for a continuous operation during the twenty-four (24) hours of the day, and seven (7) days of the week.

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

(a) Eight (8) hours per day; and

(b) Thirty-seven decimal forty-five (37.45) hours per week averaged over one (1) complete cycle of the shift schedule.

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

(a) Eight (8) hours per day; and

(b) Forty (40) hours per week averaged over one (1) complete cycle of the shift schedule.

(c) The normal hours of work for Full-time Maintenance and Housekeeping Employees shall be Monday through Friday, commencing at 7 a.m., and ending at 3:30 p.m., with a one-half (1/2) hour unpaid lunch break. It is further understood and agreed that the Parties may amend the start time, end time, or day of the week worked by way of mutual agreement between the affected Employee and the Employer. Such agreement will be confirmed in writing in advance of any such change.

7.03 Time worked shall be deemed to have been worked on the day in which the first hour of the shift occurs.

7.04 Regular hours of work shall:

(a) Include, as scheduled by the Employer:

(i) Two (2) rest periods of fifteen (15) minutes each during each full shift of eight (8) hours of work.

(ii) One (1) rest period of fifteen (15) minutes for shifts of more than three (3) hours of work, and less than eight (8) hours of work. Two (2) rest periods of fifteen 15) minutes for shifts of more than five (5) hours of work but less than eight (8) hours of work.

(iii) Rest periods shall be deemed to commence when an Employee leaves their area of work and shall not, in any circumstances, exceed fifteen (15) minutes in length.

(iv) Employees will not leave the premises during a rest period without the prior approval of the Employer.

(b) Exclude a meal period of thirty (30) minutes to be scheduled by the Employer during each working day in which the Employee works in excess of five (5) hours. By mutual agreement between the Employer and the Employee shifts may be scheduled which do not provide for an unpaid meal period.

(c) Notwithstanding Article 7.04(b), if an Employee is required to work during their meal period the Employee shall be compensated for such time at their regular rate of pay. Where the hours of work exceed eight (8) hours per day, as a result of required work during a meal period, Article 9 shall apply. This Article does not apply to Employees covered under 7.04(d).

(d) Employees working a full evening or night shift shall receive a one-half (1/2) hour paid meal break. Employees understand that during this paid meal break, they have to be readily available for work.

7.05 (a) The Employer will post the shift schedule at least fourteen (14) days in advance at each site.

(b) The Employer will provide the Employees a minimum of seventy-two (72) hours notice of a change to the Shift Schedule.

(c) Where the Employer fails to provide the notice as outlined in Article 7.04(a) and/or (b), the Employee shall be paid at a rate of one and one-half (1½)

times their basic rate of pay for all hours worked during the first shift of the changed schedule.

(d) The shift schedule will provide for the following:

(i) No more than six (6) consecutive days of work;

(ii) No fewer than two (2) consecutive days off.

7.06 (a) Employees may exchange shifts among themselves provided that:

(i) The exchange is agreed to in writing between the affected Employees; and

(ii) Prior written approval of such exchange has been granted by the Employer.

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

(c) Such exchange shall not be deemed to be a violation of the provisions of this Collective Agreement and the provisions of Article 7.05 shall be deemed to be waived.

ARTICLE 8: PREMIUMS

8.01 A shift premium of eighty-five cents (.85¢) per hour will be paid to an Employee for actual hours worked between 1700 hours and 0700 hours, subject to a minimum of three (3) hours of the scheduled shift being worked between 1700 hours and 0700 hours.

A specified shift premium shall not be included in the calculation of overtime, nor shall an Employee be denied entitlement to shift premium when in receipt of overtime rates.

8.02 A weekend premium of eighty-five cents (.85¢) per hour shall be paid in addition to shift premium, if applicable, to an Employee for actual hours worked between 1700 hours Friday to 0700 hours Monday.

The weekend premium shall not be included in the calculation of overtime, nor shall an Employee be denied entitlement to weekend premium when in receipt of overtime rates.

ARTICLE 9: OVERTIME & CALL-BACK

9.01 Overtime for Full-time Employee's is all time authorized by the Employer and worked by an Employee in excess of eight (8) hours per day, or thirty-two (32) hours per shift cycle.

Overtime for Full-time Maintenance and Housekeeping Employees is all time authorized by the Employer in advance, or in cases of emergency, and worked by the Employee in excess of eight (8) hours per day, or forty (40) hours per shift cycle.

Overtime for Permanent Part-time and Casual Employee's is all time authorized by the Employer and worked by the Employee in excess of eight (8) hours per day.

9.02 Overtime shall be paid at one and one-half times (1½ x) the Employee's basic rate of pay or time off in lieu of overtime pay at one and one-half times (1½ x) the Employee's basic rate of pay, to be taken at a time mutually agreed between the Employer and the Employee. Where no mutual agreement is reached within ninety (90) days, this time will be paid out.

9.03 Call back occurs when an Employee is called back to the work site and is required to work after the completion of their regular shift on that day for each call.

9.04 Where an Employee is called back in accordance with Article 9.03, they shall be paid for each call:

(a) At their regular basic rate of pay for all hours worked, or two (2) hours at one and one-half times (1½ x) their basic rate of pay, whichever is greater.

(b) Notwithstanding Article 9.04(a), Employees shall be paid at the overtime rate as per Article 9.02 for each hour worked during the call back period where the total hours worked in that day exceed eight (8) hours.

ARTICLE 10: SALARIES

10.01 Employees shall be paid in accordance once per month with the rates of pay set out in Appendix "A": Salaries, according to the applicable Classification and Step. Employees will receive wages two (2) working days prior to the end of the month. The Employer will gather time cards a maximum of five (5) working days prior to pay day.

10.02 An Employee's basic rate of pay will be advanced to the next Step of the Appendix "A": Salaries, in their Classification of the requisite number of hours

worked, as specified in Appendix "A": Salaries. When an Employee moves to a different Classification, and their employment with the Employer is continuous, all hours worked in the previous Classification will be applied to the new Classification for the purpose of placing the Employee at the appropriate Step of the new Classification.

10.03 Employees will receive written confirmation of changes to their basic rate of pay via their regular pay stubs received and as changes occur in accordance with Article10.02.

10.04 In the month prior to advancing to the next Step, a performance interview will be held between the Employer and the Employee to discuss Employer and Employee progress, concerns and/or improvement required. Interviews will be documented, signed, and a copy provided to each Party. Such interviews will not be used for the purpose of Employee discipline.

10.05 The Employer will provide all members of the bargaining unit with job descriptions.

ARTICLE 11: PROBATIONARY PERIOD

11.01 New Employees shall serve a probationary period of seven hundred and eighty (780) hours worked. Guidance, training, instruction and/or any necessary performance related issues will be discussed between the Employer and probationary Employee, when and as needed during and throughout the period of probation.

11.02 The Employer has the right to terminate the employment of a probationary Employee at any time and for any reason during the probationary period. Such termination may be subject to the grievance procedure; however, the decision of the Board shall be final and binding upon the Union and the Employee. There shall be no recourse to Arbitration.

ARTICLE 12: GENERAL HOLIDAYS

12.01 The following shall be recognized as General Holidays by the Employer for the purpose of this Article:

New Years Day	Canada Day	Remembrance Day
Alberta Family Day	Thanksgiving Day	Christmas Day
Boxing Day	Good Friday	Labour Day
Victoria Day	1st Monday in August	

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

12.02 To qualify for General Holiday pay the Employee must:

(a) Worked their scheduled shift immediately preceding and immediately following the General Holiday, except where the Employee is absent due to illness, or approved Leave of Absence; of not greater than five (5) working days.

(b) Work on the holiday when the Employee is scheduled or required to do so.

12.03 Notwithstanding Article 12.02, while:

(a) On layoff;

(b) In receipt of compensation from the Workers' Compensation Board; or

(c) An unpaid absence during which she is in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan; or

(d) On other leaves of absences in excess of thirty (30) calendar days for any reason.

An Employee shall not be entitled to:

(a) A day off with pay; or

(b) Payment in lieu thereof; for the aforementioned General Holidays.

12.04 Full-time and Part-time Employees who work on a General Holiday shall receive: Time and one-half (1½ x) their basic rate of pay for all hours worked, and a day off with pay to be taken at a time mutually agreed between the Employer and the Employee, paid at their basic rate of pay as per Article 7 for hours equal to the number of hours worked on the General Holiday. At the request of the Employee or where no mutual agreement is reached within ninety (90) days, the Employee shall be paid the hours owed.

12.05 Full-time and Part-time Employees who do not work on a General Holiday shall receive: a day off with pay to be taken at a time mutually agreed between the Employer and the Employee, paid at their basic rate of pay as per Article 7. At the request of the Employee or where no mutual agreement is reached within ninety (90) days, the Employee shall be paid the hours owed.

12.06 If a General Holiday falls during a Full-time or Part-time Employee's vacation he shall receive an additional day with pay determined in accordance with Article 12.05.

12.07 (a) Casual Employees shall be paid two and one-half times (2½ x) their basic rate of pay for all hours worked on a General Holiday.

(b) Casual Employees shall receive General Holiday pay each month equalling five percent (5%) of all hours worked in that month.

ARTICLE 13: ANNUAL VACATION

13.01 Vacation entitlement for Full-time Employees shall be earned during each year of continuous service from the Employee's date of hire and taken in the following year. For the purpose of vacation calculation, a calendar year ending December 31st will be used. "Date of Hire" for the purpose of calculating annual vacation means:

(a) In the case of an Employee whose employment commenced between the first (1st) and fifteenth (15th) days inclusive of any month, the first (1st) of that month.

(b) In the case of an Employee whose employment commenced between the sixteenth (16th) and the last day inclusive of any month, the first (1st) day of the following calendar month.

An Employee shall not take vacation leave without prior authorization from the Employer.

13.02 Full-time Employees shall earn vacation time with pay as follows:

(a) less than one-year ---------- .83 working days per month

(b) 1 to 3 years ---------- ten (10) working days

(c) 4 to 7 years ---------- fifteen (15) working days

(d) 8 to 13 years---------- twenty (20) working days

(e) 14 to 20 years ---------- twenty-five (25) working days

(f) 21 years plus ---------- thirty (30) working days

13.03 Part-time and Casual Employees shall earn vacation pay on the following basis:

(a) less than one-year ---------- four percent (4%) of regular earnings

(b) 1 to 3 years ---------- four percent (4%) of regular earnings (14 calendar days)

(c) 4 to 7 years ---------- six percent (6%) of regular earnings (21 calendar days)

(d) 8 to 13 years---------- eight percent (8%) of regular earnings (28 calendar days)

(e) 14 to 20 years ---------- ten percent (10%) of regular earnings (35 calendar days)

(f) 21 years plus ---------- twelve percent (12%) of regular earnings (42 calendar days)

It is understood that regular earnings for the purpose of Article 13.03 shall include the regular scheduled shifts of the Employee while they are taking vacation time in accordance with Article 13.04.

13.04 Vacation pay will be paid to Permanent Part-time and Casual Employees as it is earned.

13.05 Vacation entitlement can be taken as earned, but no later than in the year following the year within which it was earned.

13.06 Vacation with pay shall not accrue during periods while an Employee is:

(a) On layoff;

(b) On unpaid absence while in receipt of weekly indemnity as provided for by the Long Term Disability Income Insurance Plan;

(c) In receipt of compensation from the Workers' Compensation Board; or

(d) On Leave of Absence in excess of thirty (30) calendar days for any reason.

13.07 Upon termination, Employees shall receive vacation pay based on the vacation entitlement earned up to the date of termination.

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

13.09 The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits a vacation preference by March 15th of that year, the Employer shall indicate (in writing) approval or disapproval of that vacation request by April 30th of the same year.

Requests for vacation will not be unreasonably denied where it is operationally feasible to grant the request. Where more than one (1) Employee requests the same vacation days, where such request is made prior to March 15th, seniority shall be the deciding factor in granting such requests. Where requests are made after March 15th the requests will be dealt with on a first come, first served basis. The Employer will indicate, in writing, approval or disapproval within fourteen (14) days of receiving the request.

Employees shall be notified in writing on the anniversary date of their date of hire of their vacation entitlement. No regular Employee may continue to work and draw vacation pay in lieu of taking her vacation.

13.10 Employees will not be permitted to carry vacation entitlement into the year following the year when it is to be taken in accordance with Article 13.05. Where an Employee has failed to take their vacation entitlement, the Employer reserves the right to schedule the vacation for the Employee.

13.11 In the interest of wellness and a balanced lifestyle, Employees are expected to use their full compliment of earned vacation each year. Employees will not be permitted to carry vacation entitlement into the year following the year when it is to be taken in accordance with Article 13.05. Where an Employee has failed to take their vacation entitlement, the Employer reserves the right to schedule the vacation for the Employee. Accumulation of vacation credits in excess of one (1) year's entitlement requires the approval of the Employer. Under special circumstance, an Employee may request to carry over up to two (2) weeks of earned entitlements from the previous vacation bank. The Employer shall not unreasonably deny such requests.

13.12 After vacation requests are approved by the Employer, all requests to make changes to an approved vacation must be in writing and are subject to operational requirements and Employer approval. Requests for changes to approved vacation are not to be made within two (2) weeks of vacation commencement or during an approved vacation leave.

ARTICLE 14: SICK LEAVE

14.01 Sick Leave is provided by the Employer for the purpose of maintaining the regular earnings of Employees during absences due to illness, quarantine, and accidents for which compensation is not payable under the Workers' Compensation Act.

14.02 The accrual and use of Sick Leave credits will be administered in accordance with the following:

(a) Full-time and Part-time Employees shall accumulate Sick Leave at the rate of one (1) day per month, to a maximum credit of sixty-five (65) work days.

(b) Sick Leave credits will be accumulated in accordance with Article 14.02 (a), up to a maximum credit of sixty-five (65) work days provided, however, that an Employee shall not be entitled to use Sick Leave credits prior to completion of their probationary period as per Article 11.

(c) Sick Leave credits shall not accrue during a period of absence in excess of one (1) month in the case of:

(i) Illness;

(ii) Injury;

(iii) Layoff;

(iv) Leave of absence; or

(v) Periods while in receipt of compensation from the Workers' Compensation Board.

(d) When an Employee has accrued the maximum Sick Leave credits of sixty-five (65) work days the Employee shall no longer accrue Sick Leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time, the Employee shall commence accumulating Sick Leave credits up to the maximum once more.

(e) If an Employee requires time off for the purpose of attending dental, physiotherapy, optical or medical appointments, provided the Employee has been given prior authorization by the Employer to do so, such absence shall be charged against the Employee's accumulated Sick Leave credits. Employees may be required to submit satisfactory proof of such appointments.

(f) For the purpose of computing Sick Leave credit accumulation, days on which the Employee is on vacation shall be counted as working days.

14.03 Subject to Articles 14.01 and 14.02, an Employee granted Sick Leave shall be paid at their basic rate of pay for regularly scheduled shifts absent due to illness. Such amount shall be deducted from their accumulated Sick Leave credits up to the total amount of accumulated credits at the time the Sick Leave commenced.

14.04 Employees reporting Sick Leave shall call their work place as soon as possible. When Employees are aware that they will be absent from work for more than two (2) weeks they shall advise the Employer in writing.

14.05 Employees may be required to submit medical proof of illness for any claim for Sick Leave.

14.06 Except as hereinafter provided, Sick Leave will not be paid in respect of any illness or injury which is incurred during the period of a scheduled vacation once vacation leave has commenced. In the event that illness or injury prevents the Employee from resuming their duties at the conclusion of the vacation period, and the Employee has substantiated their claim for Sick Leave, income continuance thereafter will be in accordance with Article 14.03.

14.07 An Employee who has exhausted their Sick Leave credits during the course of an illness and the illness continues shall be deemed to be on a Leave of Absence without pay for the duration of the illness. The Employer agrees to pay its share of the benefit premium cost where the Employees pay their share of the benefit premium costs in advance on a monthly basis for the duration of the unpaid Leave of Absence due to illness. The Employee is required to provide the Employer with documentation from their physician describing the Employee's ability to return to work.

Such documentation shall be provided to the Employer on a monthly basis. Where the Employee has previously provided documentation stating that they will be unable to return to work for a period in excess of one (1) month, they shall only be required to provide documentation upon the expiration of any such period.

The Employee shall also provide the Employer with no less than fourteen (14) days written notice of their readiness to return to work, and:

(a) If the Employee is capable of performing the duties of their former position they shall be reinstated by the Employer to the position which the Employee held immediately prior to their disability not less than the same basic rate of pay, benefits and entitlements that accrued prior to the Employee's disability;

(b) If the Employee substantiates that they are incapable of performing the duties of their former position but are capable of performing the duties of another position, a reasonable effort shall be made by the Employer to place the Employee in an available position that they are capable of performing. In such a case the Union agrees to waive the posting and/or scheduling provisions of this Collective Agreement.

(e) At the expiration of twenty-four (24) months from the last day of paid Sick Leave, if an Employee:

(i) is not capable of resuming work pursuant to Article 14.07(a);

(ii) for whom, after reasonable effort having been made, pursuant to Article 14.07(b), alternate employment is not available; the employment relationship shall be terminated.

14.08 The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of this Collective Agreement.

14.09 Upon termination or resignation, all Sick Leave credits will be cancelled and no payment for such credits made to the Employee by the Employer.

ARTICLE 15: WORKERS' COMPENSATION

15.01 (a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer, within the meaning of the Workers' Compensation Act, shall on approval of the claim by the Workers' Compensation Board, have all Sick Leave taken as a result of the accident reinstated back to the date of the accident and will continue to receive their basic rate of pay from the Employer for hours regularly scheduled to be worked with reimbursement to the Employer directly from the Workers' Compensation Board for the full period of the Workers' Compensation claim.

(b) If an Employee is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer, and is not disabled for longer than the day of the accident, the Employee shall receive their basic rate of pay for the remainder of their shift.

15.02 An Employee receiving compensation benefits, pursuant to Article 15.01 shall be deemed to be on Workers' Compensation leave and shall:

(a) Remain in the continuous service of the Employer;

(b) Cease to earn Sick Leave and vacation credits;

(c) Not be entitled to General Holidays, with pay, falling within the period of Workers' Compensation leave; and

(d) Shall be required to pay their share of benefit premiums to the Employer, on a monthly basis, in order to continue their coverage of such benefits.

15.03 An Employee on Workers' Compensation leave, and who is certified by the Workers' Compensation Board to be fit to return to work, and who is:

(a) Capable of performing the duties of their former position shall provide the Employer with fourteen (14) days written notice of their readiness to return to work. Such notice shall not be required in the case of short-term absence on Workers' Compensation leave where the expected duration of the leave at the time of onset was less than fourteen (14) calendar days. The Employer shall then reinstate the Employee to the same position they held immediately prior to their disability;

(b) Incapable of performing the duties of their former position, but is capable of performing the duties of another position, shall notify the Employer of their readiness to return to work. The Employer shall then reinstate the Employee to a position for which they are capable of performing the work entailed, upon the occurrence of the first available vacancy;

(c) Incapable of performing the duties of any position, may make application for any benefits or entitlements for which they may be eligible under the Sick Leave provisions or the Benefit provisions, in accordance with Articles 14 and 19;

(d) The reinstatement of an Employee in accordance with this Article shall not be construed as being a violation of the posting and/or scheduling provisions of this Collective Agreement.

15.04 At the expiration of twenty-four (24) months from the first day of absence as a result of disability:

(a) An Employee who is not capable of resuming work pursuant to Article 15.03(a); or

(b) For whom, after a reasonable effort having been made pursuant to Article 15.03(b), alternate employment is not available;

The employment relationship shall be terminated.

15.05 The Employee is required to provide the Employer with documentation from their physician describing the Employee's ability to return to work. Such documentation shall be provided to the Employer on a monthly basis. Where the Employee has previously provided documentation stating they will be unable to return to work for a period in excess of one (1) month, they shall only be required to provide documentation upon the expiration of any such period.

Any and all obligations of the Employer shall be negated should more than one (1) month pass since the Employee was obligated to provide such documentation and they have failed to do so.

ARTICLE 16: LEAVE OF ABSENCE

16.01 A Leave of Absence is any leave other than those outlined elsewhere in this Collective Agreement, and may be granted:

(a) Where the request for a leave is submitted to the Employer, in writing, and includes information regarding the purpose of the leave, the duration of the leave and the expected date of return to work;

(b) For reasons acceptable to the Employer;

(c) On a without pay or benefits basis;

(d) Notwithstanding Article 16.01(c), Employees may choose to continue their benefits by pre-paying one hundred percent (100%) of the premium cost to the Employer at the commencement of the leave.

16.02 Notice of the intention to return to work must be given to the Employer at least fourteen (14) days prior to the date of return specified in accordance with Article 16.01(a), if the date of return is earlier than that specified in Article 16.01(a). Failure to return from a Leave of Absence on the date specified in accordance with Article 16.01(a) or Article 16.02 will automatically terminate employment.

16.03 During the course of the Leave of Absence all entitlements accumulated at the time of departing on leave will be suspended and remain intact. The Employee will not, however, accrue any further entitlement during the period of leave.

16.04 The Employer shall grant Leave of Absence without loss of seniority to an Employee who is required to serve as a juror. The Employer shall pay such an Employee the difference between their normal earnings and the payment they receive for jury service, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount of pay received.

16.05 (a) Union Officers or Stewards shall suffer no loss of regular earnings or benefits for the purpose of representing an Employee during the Steps of the Grievance and Arbitration procedures in accordance with Article 23.

(b) Requests for time off without pay for Union Officers or Stewards for the purpose of investigating a grievance will not be unreasonably denied where it is operationally feasible to grant such a request. While such time will be granted on a without pay basis, the Employer agrees to keep the Union Officers or Stewards wages whole on the understanding that the Union agrees to reimburse the Employer for such time.

16.06 Provided that a request in writing is received three (3) weeks prior to the date for Leave of Absence, one (1) Employee elected or appointed to represent the Union at conventions shall be allowed Leave of Absence without pay, but without loss of benefits.

16.07 Family Leave

(a) Leave with pay for purposes of illness in the immediate family may be permitted at the discretion of the Employer. Family leave will be taken from the Employee's accumulated Sick Leave or vacation. This leave is allowed on the understanding that the time off is necessary to make arrangements for the care of the family member who is ill, or for the care of the children. It is not intended that the Employee remain with the sick person for the duration of the illness.

Immediate family includes:

Son	Daughter	Wife
Husband	Mother	Father

Normally this leave is granted when the Parties involved are sharing a common domicile. Exceptions to this would include immediate family members in other locations where extenuating circumstances exist.

(a) Time off for family illness is normally one (1) day but may be extended to two (2) days.

(b) In the case of extenuating circumstances (such as accidents, long distances of travel, or isolated areas) where the Employee is responsible for arranging for the care of the family member who is ill, the above allowance may be extended to a maximum of four (4) days.

ARTICLE 17: BEREAVEMENT LEAVE

17.01 Bereavement leave will be granted to Full-time and Part-time Employees who have completed their probationary period in accordance with Article 11. For the purpose of this Article, the following definitions shall apply:

(a) "Immediate Family" shall mean:

Spouse	Children	Step-Children
Parents	Step-Parents	Brothers
Sisters	Mother-in-Law	Father-in-Law
Sister-in-Law	Brother-in-Law	Son-in-Law
Daughter-in-Law	Grandparents	Step-Grandparents
Grandchildren	Fiancé	

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

(b) "Extended Family" shall mean:

Aunts	Uncles	Nieces
Nephews	Cousins	

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

17.02 (a) An Employee shall be granted bereavement leave, with pay, for three (3) consecutive working days provided such leave commences within seven (7) consecutive days immediately following the death of any immediate family member.

(b) In the event of the death of an immediate family member bereavement leave shall be extended by up to two (2) days if travel in excess of three hundred twenty (320) kilometres from the Employee's residence is necessary to attend the funeral.

(c) In the event of the death of an extended family member an Employee shall be granted bereavement leave, with pay, for up to one (1) working day, provided such leave commences within seven (7) consecutive days immediately following the death of the extended family member.

(d) If an Employee receives notification of their loss during a shift already started, the Employee will be excused from work with pay for the balance of that shift and bereavement leave will commence on the following day.

17.03 Notwithstanding Article 13.10, an Employee may request to use available vacation entitlement in addition to the leave specified in this Article.

17.04 A maximum of two (2) Employees may be permitted time off, with pay, up to two (2) hours to attend funeral services for the death of a lodge resident, provided such services are held within the area of the individual's residence.

ARTICLE 18: MATERNITY / ADOPTION LEAVE

18.01 Maternity and adoption leave benefits shall be granted in accordance with the Employment Standards Code of Alberta.

ARTICLE 19: GROUP BENEFITS

19.01 Full-time and Part-time Employees who have completed their probationary period in accordance with Article 11, and are regularly scheduled to work a minimum of twenty (20) hours per week, averaged over one (1) complete cycle of shift schedule, shall be entitled to the benefits outlined in Article 19.02, which shall be compulsory for all such eligible Employees unless they provide proof of similar or better coverage elsewhere.

19.02 The Employer shall provide for the benefit plan outlined below. The Employer shall pay fifty percent (50%) of the premium cost for such benefits:

Chamber of Commerce Group Insurance Plan:

(a) Life

(b) Accidental Death & Dismemberment

(c) Long Term Disability

(d) Dependent

(e) Extended Health Care

(f) Alberta Health Care

(g) Vision Care

19.03 From time to time, the Employer may, at its discretion, review the current Group Benefit Insurance Plan and its benefits and costs with other Group Benefit providers, to investigate and determine if similar or better coverage is available at the same or less cost. Subject to and in addition to 19.01 and 19.02, any proposed change in Group Benefit providers and/or coverage will be forwarded to the affected Employees for review and will only be implemented upon a majority consensus of those Employees affected and mutual agreement between the Employer and the Union.

ARTICLE 20: JOB POSTING, TRANSFERS & PROMOTIONS

20.01 When a permanent vacancy occurs, or a new position is created in any Classification, the Employer shall post notice of the vacancy for at least five (5) days before filling the position. Such positions shall be filled by the most senior applicant from within the bargaining unit who meets all of the requirements of the job as described in the notice of vacancy, in accordance with Article 20.02(a) to (f). Where no bargaining unit member applies, or meets all of the requirements of the job, as described in the notice of vacancy, in accordance with Article 20.02(a) to (f), the Employer may hire an applicant from outside the bargaining unit.

20.02 The notice shall contain the following information:

(a) The nature of the position

(b) Qualifications

(c) Required knowledge and education

(d) Experience

(e) Skills; and

(f) Hours of work

The rate of pay may be included at the discretion of the Employer.

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

20.04 Where an individual from within the bargaining unit is promoted to a position in a higher Classification, the Employee shall serve a trial period of two (2) months. If at the end of that period the Employer or Employee deem it appropriate, the Employee may be placed back in a position equal to the one they held prior to the promotion at their previous basic rate of pay.

20.05 When an Employee is temporarily assigned to a work Classification either higher or lower than their current Classification, they shall continue to retain the basic rate for their current Classification or the basic rate of pay of the job to which they are temporarily transferred, whichever is higher. For Employees temporarily assigned to an out-of-scope position, they will receive twenty percent (20%) of their basic rate of pay in addition to their regular rate of pay.

Temporary transfers to another Classification, or out-of-scope, shall be no longer than ten (10) working days unless the vacancy is posted and filled in accordance with Article 20.01.

20.06 When a vacancy occurs and the Employer decides not to post and/or fill said vacancy, a letter shall be sent to the Union within ten (10) days of the vacancy occurring.

ARTICLE 21: DISCIPLINE & DISMISSAL

21.01 (a) Except for the dismissal of an Employee serving a probationary period, there shall be no discipline or dismissal except for just cause.

(b) Written warning notices may be given to Employees for poor conduct, unsatisfactory job performance, or infractions of the Employer's rules, regulations and/or policies.

(c) A copy of all warnings shall be provided to the Union and the Employee.

(d) Copies of all such warnings shall be signed by the Employee and the Employer.

(e) A copy of all such warnings shall be placed on the Employee's personnel file and shall be removed:

(i) If a grievance is filed and won by the Union; or

(ii) Upon the expiration of twelve (12) months from the date of such letter where the Employee has received no further written disciplinary warnings in that time.

21.02 Nothing in the foregoing prevents the Employer from pursuing the Employee's immediate suspension without pay or immediate dismissal without notice, or pay in lieu of notice, for just cause. The Employee shall be advised that they have the right to have Union representation present in such cases.

ARTICLE 22: LAYOFF & RECALL

22.01 Definition of Layoff
A layoff shall be defined as a reduction in the work force by site.

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

22.03 The Employer shall give layoff notice to the Employee with the least seniority in the Job Classification and site where the layoff occurs.

22.04 (a) Employees who have been given layoff notice as per Article 22.03 may bump an Employee with less seniority at the same site from which they were laid off, providing the Employee exercising the right to bump has the qualifications to perform the work of the less senior Employee.

(b) Employees wishing to exercise their right to bump, as per Article 22.04(a), must notify the Employer in writing of their desire to do so within three (3) days of receiving notice of layoff, as per Article 22.03. Such written notice shall specify the name of the individual they wish to bump. A failure to conform to that timeframe will result in a loss of bumping rights, and the Employee shall be laid off with the right to recall.

(c) The Employee who is bumping from their position in accordance with Article 22.04(b) shall have the right to bump as per Article 22.04(a), and do so in accordance with Article 22.04(b). Where there is no opportunity for that Employee to exercise their right to bump, they shall be laid off with the right to recall.

22.05 Recall Notice

(a) Where an Employee has been laid off in accordance with Articles 22.02, 22.03 and 22.04, they shall be recalled in the reverse order they were laid off to the first available job for which they have the qualifications to perform the work. Employees shall only be recalled to the site from which they were laid off.

(b) The Employer will contact Employees on layoff in person or by telephone for the purpose of recall in accordance with Article 22.05(a). Where recall in this manner is not possible, recall shall be deemed to have been carried out seven (7) days after the posting of a double registered letter to the last known address of the Employee, according to the Employer's records.

(c) Where an Employee who does not return to work as required within seven (7) days of being recalled, in accordance with Article 22.05(b), the employment relationship shall be terminated.

22.06 No Employee(s) shall be hired by the Employer until Employees on layoff have been given the opportunity to return to work in accordance with Article 22.05. Where a position becomes available at a site and Employees laid off from another site remain on recall, the Employer shall provide those Employees with the opportunity to accept the position, in order of seniority, where the Employee has the qualifications to perform the work prior to hiring new Employees. A refusal to accept such a position will not result in a loss of recall rights for such Employees.

22.07 (a) The right to recall, in accordance with Article 22.05, shall continue for a period of twelve (12) months after which time the employment relationship shall be terminated.

(b) When employment is terminated, in accordance with Article 22.07(a), the following termination pay shall be payable based on an amount equal to the wages the Employee would have earned if the Employee had worked the applicable termination notice period as follows:

(i) One (1) week, if the Employee has been Employed by the Employer for more than three (3) months but less than two (2) years;

(ii) Two (2) weeks, if the Employee has been Employed by the Employer for two (2) years or more, but less than four (4) years;

(iii) Four (4) weeks, if the Employee has been Employed by the Employer for four (4) years or more, but less than six (6) years;

(iv) Five (5) weeks, if the Employee has been Employed by the Employer for six (6) years or more, but less than eight (8) years;

(v) Six (6) weeks, if the Employee has been Employed by the Employer for eight (8) years or more, but less than ten (10) years; or

(vi) Eight (8) weeks, if the Employee has been Employed by the Employer for ten (10) years or more.

ARTICLE 23: GRIEVANCE & ARBITRATION

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

23.02 Authorized Representatives
An Employee may have the assistance of a Union Representative at any time during the Grievance and Arbitration Procedures.

23.03 Time Limits
For the purpose of this Article, periods of time referred to in days shall be deemed such period of time calculated on consecutive calendar days exclusive of Saturdays, Sundays and Named Holidays which are specified in Article 12.

23.04 Mandatory Conditions

(a) Should the Employee or the Union fail to comply with any of the time limits specified in the grievance procedure, the grievance will be considered to be abandoned, unless the Parties have mutually agreed, in writing, to extend the time limits.

(b) Should the Employer fail to comply with any time limits in the grievance procedure the grievance shall automatically move to the next Step on the day following the expiry of the particular time limit, unless the Parties have mutually agreed, in writing, to extend the time limits.

(c) During any and all grievance proceedings the Employee shall continue to perform his duties, except in cases of suspension or dismissal.

(d) A suspension or dismissal grievance shall commence at Step 2.

23.05 Steps in the Grievance Procedure

(a) STEP 1: An Employee who has a grievance shall, within ten (10) days of the date they become aware of, or reasonably should have become aware of, the occurrence which lead to the grievance discuss the matter with their immediate Supervisor and attempt to resolve the grievance at this stage. The immediate Supervisor shall advise the Employee of her decision within ten (10) days of the Employee first making her aware of the matter. In the event that it is not resolved to the satisfaction of the Employee, it may be advanced in accordance with the following Steps.

(b) STEP 2: If the grievance is not resolved at Step 1 within ten (10) days of the decision of the immediate Supervisor, it shall be forwarded, in writing, by the Union and the Employee stating the nature of the grievance and the redress sought, to the Employer or designated representative who shall reply in writing within ten (10) days of receiving the grievance. If the grievance is not settled at this state it may be advanced to Step 3.

(c) STEP 3: If the grievance is not resolved at Step 2 above within ten (10) days of the reply of the Employer or designated representative, the Union and the Employee shall submit the grievance in writing to the Board of Ridge Country Housing. The Board shall hold a hearing within fifteen (15) days of receipt of the grievance. The Board shall render a written decision within ten (10) days of the date of the hearing. If the grievance is not settled at this stage, the Union may decide to proceed to Arbitration.

23.06 Arbitration

(a) Either Party wishing to submit a grievance to Arbitration shall, within ten (10) days of the receipt of the decision at Step 3 of the grievance procedure, notify the other Party in writing of its intention to do so, and name its Appointee to the Arbitration Board, or state its desire to meet to consider the appointment of a single Arbitrator.

(b) Within ten (10) days of receipt of notification provided for as above, the Party receiving the notice shall:

(i) Inform the other Party of the name of its Appointee to the Arbitration Board; or

(ii) Arrange to meet with the other Party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principal, and/or selection of a single Arbitrator, an Arbitration Board shall be established.

(c) Where appointees to the Board have been named by the Parties they shall, within ten (10) days, endeavour to select a mutually acceptable Chairperson of the Arbitration Board. If they are unable to agree upon the choice of Chairperson, application shall be made to the Director of Alberta Mediation Services to appoint an Arbitrator pursuant to the provisions of the Labour Relations Code.

(d) The Arbitration Board shall hear and determine the difference and shall issue an award, in writing, and the decision is final and binding upon the Parties and upon the Employee(s) affected by it. The decision of the majority of the Board is the award of the Arbitration Board. Where there is no majority decision the decision of the Chairperson shall be the decision of the Board.

(e) The Arbitration decision shall be governed by the terms of this Collective Agreement and shall not alter, amend or change the terms of this Collective Agreement.

(f) Each of the Parties to this Collective Agreement shall bear the expenses of its Appointee to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two (2) Parties to the dispute.

ARTICLE 24: PYRAMIDING

24.01 Except where expressly authorized in this Collective Agreement, there shall be no pyramiding of premiums.

24.02 Where two (2) or more applicable premiums are expressed as multiples of the basic rate of pay, the Employee will be paid only one (1) such premium that being the highest of the applicable premiums.

ARTICLE 25: UNION-MANAGEMENT ADVISORY COMMITTEE

25.01 (a) A Union-Management Advisory Committee (UMAC) shall be established within one (1) month of the signing of this Collective Agreement. The Local Union representative shall provide the names of up to three (3) Employees, and the Employer shall provide the names of up to three (3) appointed representatives to sit on the UMAC.

(b) The functions of the UMAC are to examine and make recommendations regarding the concerns of Employees relative to matter regarding employment which are not covered within this Collective Agreement including issues related to Health & Safety matters.

25.02 Such meetings will take place on a mutually agreed date, time and place and upon the written request of either the Employer or the Union. Union-Management Advisory Committee meetings will not occur more frequently than quarterly but may occur less frequently than quarterly, by mutual agreement, during each year of the term of this Collective Agreement.

ARTICLE 26: SENIORITY

26.01 Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, providing the Employee has the necessary qualifications required for the position. Seniority shall operate on a bargaining-unit-wide basis.

26.02 (a) The Employer shall maintain a seniority list showing each Employee's seniority date. An up-to-date seniority list shall be sent to the Union and posted in a secure location in the workplace in January of each year.

(b) Where two (2) or more Employees commenced work on the same date, preference shall be in accordance with the date of the application for employment.

(c) Seniority shall not apply during the probationary period; however, once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Article 26.01.

(d) Where a Casual Employee becomes temporary, Full-time or Part-time with the Employer, and their service with the Employer has been unbroken by termination or resignation, their seniority date shall be adjusted to take into account all hours worked as a Casual Employee. Their date of seniority shall be adjusted by one (1) day for every eight (8) hours of work.

26.03 Seniority shall be used in determining:

(a) Preference for vacation time pursuant to Article 13.10;

(b) Layoffs and recalls, subject to the provisions specified in Article 22; and

(c) Job postings, transfers and promotions pursuant to Article 20.01.

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

(a) When the employment relationship is terminated by either the Employer, or the Employee;

(b) Upon the expiry of twelve (12) months following the date of layoff, if during such time the Employee has not been recalled to work;

(c) If an Employee does not return to work on recall, as provided in Article 22.05;

(d) Upon change in status from Full-time, Part-time or temporary, to Casual employment;

(e) If the Employee is absent from work without the Employer's consent or authorization for more than one (1) day.

26.05 Where an Employee in the bargaining unit accepts a position with the Employer which is excluded from the bargaining unit:

(a) Seniority shall be forfeited.

(b) Notwithstanding Article 26.04(a), seniority will not be forfeited but merely ceases to accrue while an Employee is working in an excluded position if:

(i) the Employee returns to a position in the bargaining unit within one (1) year of commencing the excluded position; and

(ii) there is no break in service between the Employee leaving the excluded position and re-entering the bargaining unit.

ARTICLE 27: MEALS

27.01 Employees shall be permitted to eat meals where same is being served during their shift. There shall be no charge to Employees for this benefit.

ARTICLE 28: PAY DAYS

28.01 Employees are now paid monthly. Upon written request by an Employee, and subject to the approval of the Employer, prior to January 1st of each year, a Full-time or Part-time Employee shall be able to request a pay advance of up to a maximum of five hundred dollars ($500.00) each month.

ARTICLE 29: TRANSPORTATION

29.01 Maintenance workers will be compensated for mileage at the rate of fifty-eight cents ($.58) per kilometre for travel that is authorized in advance by the Employer. This compensation for mileage shall be paid when the Employee is required to use their own vehicle. All other Employees travelling on approved Ridge Country Housing business may claim mileage costs at the rate of fifty-three cents ($.53) per kilometre. This shall be discussed at some point each year through Article 25.02.

29.02 Staff Meetings

Attendance at staff meetings shall be compulsory for staff who are scheduled to work but shall be voluntary for those Employees who are not scheduled to work at the time of the staff meeting.

(a) Employees who are not scheduled to work that voluntarily attend staff meetings will be compensated at their basic rate of pay for all hours spent attending such meetings. Such time will not be used in the calculation of overtime and will, in all cases, be paid at the applicable basic rate of pay for the Employee.

(b) When staff is required to attend a staff meeting in a region other than the region in which their regularly work, the Employer will pay mileage to and from one lodge to the other for the purpose of attending such staff meetings. Such mileage shall be paid as per Article 29 of the Collective Agreement.

ARTICLE 30: TOOL ALLOWANCE

30.01 Full-time Maintenance workers will receive twenty-five dollars ($25.00) per month in addition to their earnings for the use, repair, replacement and depreciation of their personal tools that they are required to use at work on a regular basis. With respect to those tools or equipment that are used irregularly, the Employer shall either rent such equipment or compensate the Employee for the use of their own equipment at the same rate that would be paid if the equipment were rented.

ARTICLE 31: PENSION PLAN

31.01 In this Article the terms used shall have the meanings as described:

"Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-Employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

(i) The straight time component of hours worked on a holiday

(ii) Holiday pay, for the hours not worked

(iii) Vacation pay

(iv) Paid Sick Leave

(v) Bereavement leave

(vi) Jury duty

(vii) Negotiations and grievance meetings

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

"Eligible Employee" means all Employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

31.02 Effective January 1, 2006, each eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employee pays the matching amount.

The Parties agree that this Article in no way prejudices the position of either Party as it relates to the retroactivity application if an error is discovered.

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

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

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the Parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

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

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

(i) To be provided once only at Plan commencement:

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

(ii) To be provided with each remittance:

- Name
- Social Insurance Number
- Monthly remittance
- Pensionable earnings
- YTD pension contributions
- Employer portion of arrears owing due to error, or late enrollment by the Employer

(iii) To be provided once, and if status changes:

- Full address as provided to the Employer by the Employee
- Termination date when applicable (MM/DD/YY)

(iv) To be provided once if they are readily available:

- Gender
- Marital Status

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

31.06 The Employer agrees to be bound by the terms of the Collective Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

***** *** *****

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

Signed this 17th *day of* MAY *2018*

APPENDIX "A": SALARIES

LEVEL	JANUARY 1, 2018 (.25¢ per hour increase)	
	STEP 1 Hours Worked (0-1976)	STEP 2 Hours Worked (1976 & Up)
A Head Maintenance Head Cook	$20.00	$21.50
B Maintenance Assistant Kitchen Assistant Housekeeping Assistant Floor Worker Caretaker	$15.68	$17.30
LEVEL	**JANUARY 1, 2019 (1.5% increase)**	
	STEP 1 Hours Worked (0-1976)	STEP 2 Hours Worked (1976 & Up)
A Head Maintenance Head Cook	$20.30	$21.83
B Maintenance Assistant Kitchen Assistant Housekeeping Assistant Floor Worker Caretaker	$15.92	$17.56
LEVEL	**JANUARY 1, 2020 (2.5% increase)**	
	STEP 1 Hours Worked (0-1976)	STEP 2 Hours Worked (1976 & Up)
A Head Maintenance Head Cook	$20.81	$22.38
B Maintenance Assistant Kitchen Assistant Housekeeping Assistant Floor Worker Caretaker	$16.32	$18.00

Letter of Understanding No. 1 – Article 4.06 and COVID Greeter

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 408

- AND –

RIDGE COUNTRY HOUSING

December 14, 2020

RE: Article 4.06 and COVID Greeter

As a result of the COVID Pandemic, management hours have been added to fill the role of COVID Greeter to screen those entering the building by completing a heath check. The Union and the Employer agree to the following for the Ridgeview Lodge in Raymond only.

The parties agree that there is a need to have a COVID Greeter for the health and safety of the residents and staff and further agree:

1. The duties of the COVID Greeter can and has been performed by Management and Union Employees.

2. The position of COVID Greeter shall run seven (7) days a week with four-hour shifts each day. Start and end times of the four-hour shifts will be determined by Management. The seven-day shift rotation will be Monday to Sunday.

3. For four of the seven days (Monday – Thursday) the work will be completed by a Management Team member or Volunteer outside the bargaining unit. In addition to the COVID Greeter duties, the Volunteer may also assist staff with taking Resident temperatures at meal times.

4. For three of the seven days (Friday – Sunday) the work will be completed by a member of the Bargaining Unit, specifically Cynthia Nelson, who will temporarily relinquish her current full-time position until the Employer determines the position of COVID Greeter is no longer required. In addition to the COVID Greeter duties, Cynthia Nelson may also be expected to complete temperature checks on Residents and the disinfecting of high touch areas. Cynthia will be paid her current rate of pay for all COVID Greeter hours worked.

6. This agreement is in place effective the date of signing until February 15, 2021 and can be extended by mutual agreement of the parties on a month-to-month basis as needed during the Pandemic.

Signed and dated this 14th day of December 2020.

Representatives of Canadian Union of Public Employees, Local 408

Representatives of Ridge Country Housing