

COLLECTIVE AGREEMENT

between

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



- and -

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

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

CUPE / Canadian Union
of Public Employees

Expires June 30, 2020



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**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1031
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(On behalf of employees employed in General Support Services and Auxiliary
Nursing) (hereinafter referred to as the "Union ")**

PREAMBLE

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

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

ARTICLE 1: TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement, including appendices hereto, unless altered by mutual consent of both parties hereto; shall be in force and effect from and after the date upon which the Canadian Union of Public Employees and the Employer exchange notice of ratification of this Collective Agreement up to and including June 30, 2020, 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 Clause 1.01 above, the negotiating committees shall exchange any proposed amendments at commencement of negotiations.
- 1.03 This Collective Agreement shall continue in force and effect until a new Collective Agreement has been executed or until the right to strike or lockout arises.
- 1.04 This Collective Agreement shall apply to Employees coming within the scope of Certificates 73-96 as issued by the Alberta Labour Relations Board.

ARTICLE 2: DEFINITIONS

- 2.01 An "Employee" shall mean any Employee of the Employer for whom the Union has been certified as bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition, and whose employment is designated as:
- (a) "Regular Employee" is one who works on a full-time or part-time basis:
 - (i) "Full-time Employee" shall mean an Employee who is scheduled to work the hours specified in Article 16 - Hours of Work.

"Part-time Employee" shall mean an Employee who works scheduled shifts pursuant to Clause 16.06 provided however that such hours worked in any fourteen (14) day pay period shall be less than those established for full-time employment.
 - (ii) A Regular Full-time or Regular Part-time Employee appointed to a temporary position shall continue to accrue seniority, will have entitlements in accordance with the position in which they are working and shall be returned to the Employee's regular position and former status when they are no longer required in the temporary position.
 - (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. A Casual Employee appointed to a temporary position shall maintain their status as a Casual Employee.
 - (c) "Temporary Employee" shall mean an Employee who is hired for a period of twelve (12) months or less for a specific job. The term of employment of a Temporary Employee may be extended by twelve (12) months 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) Except as specifically stated otherwise, the provisions of this Collective Agreement shall apply to Part-time Employees.
- (b) Casual and Temporary Employees do not have a continuing employment relationship with the Employer and except as specifically stated in Article 35 of this Collective Agreement, the provisions of this Collective Agreement shall not apply to Casual and Temporary Employees.
- 2.03 "Vacation" means annual vacation with pay, except for Casual and Temporary Employees as per Clause 35.03.
- 2.04 For the purposes of the Collective Agreement, the parties will use gender neutral language.
- 2.05 "Shift" means a daily tour of duty exclusive of overtime hours.
- 2.06 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.
- 2.07 "Shift cycle" means the period of time when the shift schedule repeats itself.

- 2.08 "Basic rate of pay" shall mean the applicable pay step in the pay range of the Employee's job classification as set out in the Wage Schedule, exclusive of all allowances and premium payments.
- 2.09 The term "position" when used in this Collective Agreement shall mean and include the following:
- (a) the status (Regular Full-time, Regular Part-time, or Temporary);
 - (b) the job classification;
 - (c) the Full-time Equivalent (FTE); and
 - (d) regular hours of work.

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

- 2.10 "Immediate family" shall mean the parents of the Employee and the Employee's spouse and dependent children.
- 2.11 "Shall" is to be interpreted to be mandatory rather than directory.
- 2.12 "Regularly scheduled hours" and "regular hours of work" shall mean the numerical hours of work that are set out in the shift schedule which fulfil the Full-time Equivalent specified for a given position.
- 2.13 "Regular earnings" shall mean the monies earned for the regular hours of work of an Employee paid at the Employee's basic rate of pay.
- 2.14 "Gross earnings" shall mean all monies earned by the Employee under the terms of this Collective Agreement.

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 Alberta Labour Relations Board issued pursuant to the Alberta *Labour Relations Code* and amendments thereto.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with the terms of this Collective Agreement.
- 4.03 Each party will designate a person or persons and all correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from such designated persons.

- 4.04 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when Employees are not available, and provided that the act of performing the aforementioned work does not reduce the hours of work of an Employee.
- 4.05 The Employer recognizes that the Local Union may have the assistance of a C.U.P.E. National or Regional Representative during communications with the Employer and in exercising its rights as outlined in this Collective Agreement.
- 4.06 The Employer shall notify the Union in writing of all layoffs, job postings, appointments, 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 their membership in the Union during the life of this Collective Agreement.
- 5.02 The Employer shall deduct from the base earnings of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner which is in keeping with the payroll system of the Employer. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month in which the dues were deducted. Such deductions shall be accompanied by a list which shall indicate each Employee's name and the amount deducted from each Employee.
- 5.03 The Employer will note the individual Union dues deducted and enter the amount on T-4 slips issued for income tax purposes.
- 5.04 A representative of the Union shall have the right to make a presentation of up to thirty (30) minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities, and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further, that a representative of the Employer may be present at such presentation.
- 5.05 The Employer shall provide an Employee address list to the Union, twice (2) a year. This shall be provided to the Union, in the months of March and September.
- 5.06 For the purpose of this Article, "base earnings" shall mean all monies earned on hours paid at the basic rate of pay, excluding allowances and premiums.

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 nationality, political beliefs, race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status, source of income, sexual orientation, or because of their connection with trade union organizations.
- 7.02 Clause 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:
- (a) an act of abusive and unwelcome conduct or comment undertaken or made on the basis of any characteristic referred to in Clause 7.01; or
 - (b) a series of objectionable and unwelcome sexual solicitations or advances; or
 - (c) 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
 - (d) a reprisal or threat of reprisal for rejecting a sexual solicitation or advance.

ARTICLE 8: OCCUPATIONAL HEALTH AND SAFETY

- 8.01 The parties to this Collective Agreement will co-operate to the fullest extent in the matter of occupational health, safety and accident prevention, and the Employer agrees to provide safety equipment when required and to install devices where necessary.
- 8.02 A Joint Worksite Health and Safety Committee (the "Committee") will be established and the Union will have the right to designate two (2) members of the bargaining unit as members of this Committee. This Committee may include representatives from other employee groups. The number of Employer representatives on the Committee shall not exceed the number of representatives from the Union and other employee groups.
- 8.03 The basic rate of pay will be paid to Employee Committee members for time spent in attendance at a meeting of this Committee.
- 8.04 This Committee shall meet at least quarterly at a mutually acceptable hour and date. Either the Chairperson or Vice Chairperson may call a special meeting of this Committee to deal with urgent matters. The terms of reference of the Committee will determine the procedure for dealing with such matters.
- 8.05 The Chairperson of the Committee will be determined in accordance with its terms of reference.
- 8.06 The Employer will co-operate with the Committee by providing:
- (a) materials and equipment necessary to carry out its functions in accordance with terms of reference;
 - (b) data pertaining to workplace health and safety conditions;

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

- (b) The Employee and the Union shall be participants in the development and implementation of a modified work agreement.
- (c) The Employee shall at all times be permitted the assistance of a Union representative.
- (d) Consulting with the Employee and implementing a modified work agreement shall be accomplished as early as possible following an injury or disabling medical condition.
- (e) Modified work agreements shall be jointly reviewed regularly and amended as required.

ARTICLE 9: JOB CLASSIFICATION

- 9.01 Upon request, the Union or an Employee shall be provided with a copy of a current job description.
- 9.02 Should the Employer introduce a new job classification:
 - (a) the basic rate of pay for the new job classification shall be established by the Employer;
 - (b) the Employer shall notify the Union of the basic rate of pay and provide a job description for the new job 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 job classification;
 - (d) the Employer and the Union shall meet to negotiate the basic rate of pay for the job 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 job classification to arbitration in accordance with Clause 12.20 (d) Step IV Arbitration.
- 9.03 Where the job duties or qualifications of a position in any job classification, or a job 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 job classification reviewed shall advise the Employer in writing within fourteen (14) calendar days of receiving notice under Clause 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 Clause 9.04 (b) respecting the job classification review, the Employee may within seven (7) days grieve the matter at Step II of the Grievance Procedure.

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

ARTICLE 10: BULLETIN BOARDS

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

ARTICLE 11: SHOP STEWARDS

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

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

11.03 The Employer agrees that the Shop Steward shall not be hindered, coerced or interfered with in any way in the performance of the Shop Steward's function while investigating disputes and presenting adjustments. Shop Stewards shall experience no loss of pay for time spent performing these duties. The Union understands and agrees that each Shop Steward is employed to perform work as required by the Employer and that the Shop Steward will not leave work during their scheduled hours of work 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.

ARTICLE 12: GRIEVANCE PROCEDURE

12.01 Definition of a Grievance

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

12.02 Settling of Disputes and Grievances

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

(b) At all levels of the grievance procedure;

(i) a sincere attempt shall be made by both parties to the Collective Agreement through discussion to resolve problems in the workplace.

(ii) a meeting may be arranged to discuss the problem and exchange information.

12.03 (a) Step I (Discussion)

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

(b) Step II (Site Manager)

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

(c) Step III (Director of Operations)

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

(d) Step IV (Arbitration)

- (i) If the grievance is not settled under Step III above, the Union shall within ten (10) days of receiving the decision of the Director of Operations or Designate at Step III above, notify the Employer in writing of its intention to submit the grievance to arbitration and shall inform the Employer of the Union's nominee to an Arbitration Board. The Employer shall, within ten (10) days of receipt of such notice, notify the Union of the Employer's nominee to the Arbitration Board. The two (2) appointees so named shall, within ten (10) days, appoint a third person who shall be the Chair of the Arbitration Board. In the alternative, the parties may agree to the appointment of a single Arbitrator who shall act as the Arbitration Board.
- (ii) If the two (2) members fail to appoint a third person within the time limits, the Minister of Human Resources shall appoint the Chair of the Arbitration Board.
- (iii) The Arbitration Board shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it. The decision of the majority of the Arbitration 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 Arbitration Board.

- (iv) Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board, and the two (2) parties shall bear equally the expenses of the Chair.
- (v) The Arbitration Board by its decision shall not alter, amend or change the provisions of this Collective Agreement.

12.04 Definition of Days

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

12.05 Time Limits

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

No grievance shall be prejudiced or technically defeated by:

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

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

12.06 Grievance Types

(a) Individual Grievance

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

(b) Group Grievance

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

(c) Policy Grievance

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

12.07 Dismissal or Suspension Grievance

In the event an Employee alleges a suspension of greater than five (5) days is without just cause, the Employee's grievance shall commence at Step II, within seven (7) days of the occurrence. In the event an Employee alleges dismissal without just cause, the Employee's grievance shall 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 Meeting Rooms

Meeting rooms will be supplied by the Employer for joint grievance meetings.

12.10 Unique Circumstances

- (a) Grievances affecting departments other than the Employee's department (i.e., appointments and promotions) will commence with the appropriate Manager.
- (b) In the event that any management Officers as named in the grievance steps are one and the same, the subsequent Step will be deemed to have been complied with.

ARTICLE 13: PROBATION PERIOD

13.01 Dismissal

A newly hired 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 Hire into another Job Classification

If a probationary Employee is appointed to a position in another job classification, the Employee will be required to complete a new probation period commencing on the date of hire into said job classification.

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

ARTICLE 14: WAGES

14.01 Wage Schedule

The basic rates of pay for each job classification shall be expressed in hourly terms in the Wage Schedule, which forms a part of this Collective Agreement, and shall be effective from and after the dates specified.

14.02 Wage Progression

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

14.03 Pay on Appointment to a Different Job Classification

- (a) When an Employee is appointed to a position or achieves casual status within the same job classification or in a job classification with an equivalent basic rate of pay, there will be no change in the Employee's basic rate of pay.
- (b) When an Employee is appointed to a position or achieves casual status in a job classification with a higher end rate than the Employee's present job classification, the Employee shall be assigned to the pay step in the higher pay range that provides the Employee with an increase in the Employee's basic rate of pay.
- (c) When an Employee is appointed to a position or achieves casual status in a job classification with an end rate that is less than the Employee's present job 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 Work in a Higher/Lower Job Classification

- (a) When the Employer designates an Employee to substitute on a position in a job classification with a greater end rate and assignment is for at least two (2) hours in any one (1) shift, the Employee shall be paid at the minimum step in the higher job classification that will provide the Employee with an increase in the Employee's basic rate of pay.

- (b) When the Employer designates an Employee to temporarily substitute on a position in a job 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 job classification.

14.05 Overpayment of Earnings and/or Entitlements

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

14.06 Recognition of Previous Experience

Upon verification of a new Employee having job relevant or specific experience within the preceding twenty-four (24) months, the Employee's starting basic rate of pay may be adjusted one pay step for each full year of experience, up to the top pay step in the Wage Schedule.

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. For the purposes of this Article, a weekend is defined as Saturday and Sunday.

16.02 Posting of Shift Schedules

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

16.03 Daylight Saving Time

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

16.04 Request to Report for a Later Shift

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

16.05 Full-time Employees

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

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

16.06 Part-time Employees

- (a) Regular hours of work for Part-time Employees, shall be:
 - (i) up to seven and three-quarter (7 3/4) hours per shift, 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) Part-time Employees who are scheduled to rotate shifts (days, evenings and nights; or days and evenings; or days and nights) shall be assigned not less than one-third (1/3) day shifts during a shift cycle, unless otherwise mutually agreed to between the Employer and the Union. The Employer shall consider a request by such Employee(s) to work permanent evenings and/or night shifts.
- (c) Unless otherwise mutually agreed between the Employer and the Union, shift schedules for Part-time Employees shall provide for:
 - (i) not more than two (2) different shift starting times between days off;
 - (ii) at least two (2) consecutive days off in a fourteen (14) day pay period;
 - (iii) not more than six (6) consecutive days of work without receiving days off;
 - (iv) at least fifteen and one-half (15 1/2) hours between scheduled shifts, or where there is mutual agreement between the Employer and the majority of the Employees affected by the revised schedule, at least twelve (12) hours between scheduled shifts;
 - (v) no split shifts;
 - (vi) no shift shall be less than three (3) hours; and
 - (vii) 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 Part-time Employees who perform the work involved.
- (d) All Part-time Employees shall be permitted one (1) rest period of fifteen (15) minutes during each period of three point eight seven five (3.875) hours of work, the time of which shall be scheduled by the Employer. Rest periods will not be scheduled in conjunction with meal periods, starting times, quitting times, or taken together except by mutual agreement of the Employee(s) and the Employer.
- (e) Part-time Employees who wish to be considered for additional hours of work to meet temporary operational requirements shall advise their immediate supervisor, in writing, as to the extent of their availability. Such additional hours of work shall be distributed as equally as possible among the available Part-time Employees who have requested additional hours of work. Provided that the operation of the care

home is not compromised, the Employer shall endeavour to offer additional hours of work to available Employees working in a Part-time position first, then to Casual Employees working on a call-in basis.

- (f) The basic rate of pay will prevail for additional hours of work accepted by a Part-time Employee and worked beyond their scheduled hours provided that, in accordance with Article 17:
 - (i) the hours worked do not exceed seven and three-quarter (7 3/4) hours per day; and
 - (ii) the hours worked do not exceed seventy-seven and one-half (77 1/2) hours in a fourteen (14) day pay period.

When a Part-time Employee accepts additional hours, their schedule shall not be considered to have been changed and therefore Clause 16.02 does not apply.

16.07 Shift Exchanges

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

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

Such exchanges shall not be deemed a violation of the provisions of this Collective Agreement and a shift exchange shall not be considered a change in the Employee's schedule and therefore Clause 16.02 does not apply.

16.08 Optional Scheduling Provisions

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

ARTICLE 17: OVERTIME

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

provide for less than fifteen and one-half (15 1/2) hours rest between scheduled shifts.

- 17.03 Employees shall not be required to layoff during their regular scheduled shifts to equalize any overtime worked previously.
- 17.04 Overtime shall be shared as equally as possible among Regular Employees who perform the work involved.
- 17.05 (a) An Employee may request time off in lieu of overtime worked to be taken in conjunction with the Employee's 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 six (6) months of the pay period in which the overtime was worked.
- (c) Time off in lieu of overtime shall be the equivalent of the actual time worked adjusted by the applicable overtime rate.
- (d) Failing mutual agreement under (a) or (b) above, the Employer shall effect payment of overtime pay at the applicable overtime rate.
- 17.06 In the event that any two (2) of the following premiums apply simultaneously, the greatest of the applicable premiums will be paid:
- (a) overtime;
- (b) Named Holiday premium;
- (c) 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 one (0001) hours on the Named Holiday or scheduled day off to twenty-four hundred (2400) hours of the same day.

18.03 Time Off in Lieu of On-Call Premiums

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

ARTICLE 19: CALL-BACK

19.01 Call-Back Pay

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

19.02 Full-time Employees

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

- (a) the overtime rate as specified in Clause 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 scheduled hours shall be paid for any one (1) call at either:

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

ARTICLE 20: PREMIUMS

20.01 Weekend Premium

(a) General Support Staff

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

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

(b) Auxiliary Nursing Staff

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

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

20.02 Shift Premium

(c) General Support Staff

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

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

(d) Auxiliary Nursing Staff

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

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

20.03 Driver Premium

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

ARTICLE 21: TRANSPORTATION ALLOWANCE

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

21.02 An Employee who is called back to the care home shall be reimbursed for reasonable, necessary, and substantiated transportation expenses and, if the Employee travels for such purpose by private automobile, reimbursement shall be at the Good Samaritan rate of fifty-two cents (\$0.52) per kilometre from the Employee's residence to the care home and return or the Employer's rate of reimbursement for out-of-scope employees, whichever is higher.

ARTICLE 22: ANNUAL VACATION

22.01 Vacation Entitlement for Full-time Employees

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

22.02 Supplementary Vacation

- (a) The supplementary vacations as set out below are to be banked on the outlined supplementary vacation anniversary date and taken at the Employee's option at any time subsequent to the current supplementary vacation employment anniversary date but prior to the next supplementary vacation employment anniversary date.
- (i) Upon reaching the employment anniversary of 20 years of continuous service, Employees shall have earned an additional five work days' vacation with pay.
 - (ii) Upon reaching the employment anniversary of 25 years of continuous service, Employees shall have earned an additional five work days' vacation with pay.
 - (iii) Upon reaching the employment anniversary of 30 years of continuous service, Employees shall have earned an additional five work days' vacation with pay.
 - (iv) Upon reaching the employment anniversary of 35 years of continuous service, Employees shall have earned an additional five work days' vacation with pay.
 - (v) Upon reaching the employment anniversary of 40 years of continuous service, Employees shall have earned an additional five work days' vacation with pay.
- (b) At the Employee's option, the supplementary vacation may be paid out as a lump-sum bonus payment.

22.03 Vacation Entitlement for Part-time Employees

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

Regular hours of work X The applicable % as outlined below = Number of hours of paid vacation time to be taken

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

22.04 Supplementary Vacation for Part Time Employees

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

Regular Part-time Employees shall earn supplementary vacation with pay calculated in hours in accordance with the following formula:

Five (5) work days (38.75) hours X Current Full-time Equivalent = Number of hours of paid supplementary vacation time to be taken

- (i) upon reaching the employment anniversary of 20 years of continuous service;
 - (ii) upon reaching the employment anniversary of 25 years of continuous service;
 - (iii) upon reaching the employment anniversary of 30 years of continuous service;
 - (iv) upon reaching the employment anniversary of 35 years of continuous service;
 - (v) upon reaching the employment anniversary of 40 years of continuous service.
- (b) At the Employee's option, the supplementary vacation may be paid out as a lump sum bonus payment.

22.05 Hours of Work Recognized for Determining Vacation Accrual and Pay

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

- (b) Vacation pay earned on additional hours worked paid at the basic rate of pay shall be paid bi-weekly to Part-time Employees in addition to their regular earnings in accordance with the percentages noted in Clause 22.03.

22.06 Cessation of Vacation Accrual

There shall be no accrual of vacation during:

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

22.07 Annual Vacation Approval Process

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

22.08 Time of Vacation

- (a) The Employer shall post the vacation schedule planner by January 1st of each year. Where an Employee submits the Employee's vacation preference for the year from May 1st to April 30th of the following year, by March 15th of that year, the Employer shall indicate approval or disapproval of that vacation request by April 30th of that year.
- (b) Where Employees have submitted their requests for vacation within the time frame of January 1st to March 15th stipulated in Clause 22.08 (a), vacation dates shall be allocated based on seniority, where it is operationally possible to do so. Requests for vacation which are submitted after March 15th shall be dealt with on a first-come, first-served basis, and the Employer shall indicate approval or disapproval of that vacation request within a fourteen (14) day period. A Regular Employee who chooses to take vacation in broken periods shall be allowed to exercise the Employee's preference as to choice of vacation dates for only one (1) vacation period. If an Employee is submitting more than one (1) period of vacation, they must identify their order of preference for said submissions.
- (c) Requests to use vacation shall be subject to the approval of the Employer and shall not exceed the number of vacation days accrued to the date of the requested vacation.
- (d) A Regular Employee shall be entitled to an unbroken period of vacation equal to one (1) year's vacation accrual, except during July and August.

- (e) No Employee shall be allowed more than three (3) weeks in July or August until all staff have had an opportunity for three (3) weeks' vacation in July or August.
- (f) Vacation time off commences on the first (1st) regularly scheduled work day away on vacation leave and ends on the first (1st) regularly scheduled work day back from vacation leave.
- (g) Employees shall be permitted to maintain a level of vacation entitlement equal to (1) year's vacation entitlement plus the number of hours that fulfil an Employee's FTE in a biweekly period. An Employee may request, in writing, to carry forward more than one year's vacation entitlement. Such carry forward amounts must be mutually agreed to between the Employee and the Employer. Vacation amounts exceeding this provision shall be paid out by January 31 failing mutual agreement between the Employee and the Employer.
- (h) No Regular Employee may continue to work and draw vacation pay in lieu of taking their vacation, except for vacation pay paid in the administration of Clause 22.08 (g).
- (i) All Regular Employees shall be granted two (2) weeks minimum vacation per year. If the Employee does not submit a vacation request and/or no mutually agreeable time can be found, the Employer will schedule two (2) weeks' vacation at a time that is operationally feasible for those Employees who have been employed for at least one (1) year.
- (j) Requests for a day with pay added to a vacation, as contemplated in Clauses 23.04 (a) and 23.06 will not be considered as part of a vacation request and therefore seniority rights will not be exercised.

22.09 Sick While on Vacation

Should a Regular Employee demonstrate to the satisfaction of the Employer that the Employee was admitted to a hospital as an "in-patient" or "out-patient" during the course of the Employee's vacation, the Employee shall be considered to be on sick leave for the period of the treatment in the hospital, and subsequent period of recovery, subject to the provisions of Article 24 – Sick Leave. Vacation time not taken as a result of such stay in hospital shall be taken at a mutually agreeable later date.

22.10 Vacation Pay upon Termination

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

ARTICLE 23: NAMED HOLIDAYS

23.01 Any reference to Named Holidays in this Collective 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, Regular 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.

23.02 Floater Holiday

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

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

23.03 Lieu Day

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

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

23.04 Named Holiday Pay

Subject to Clause 17.01 a Regular 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 Regular Full-time Employee's next annual vacation; or
- (b) a mutually agreeable day off with pay in conjunction with the Regular Full-time Employee's regular days off within sixty (60) days after the Named Holiday; or
- (c) one regular day's pay.

23.05 Named Holiday While on Vacation

Subject to Clause 23.04, when a Named Holiday falls during a Regular Full-time Employee's annual vacation the Employee is entitled to receive the provisions of Clause 23.04 (a), (b), or (c).

23.06 Named Holiday on Day Off

When a Named Holiday falls on a Regular Full-time Employee's regularly scheduled day off, the Full-time Employee is entitled to receive the provisions of Clause 23.04 (a), (b), or (c).

23.07 Named Holiday on a Saturday or Sunday

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

23.08 Part-time Employees

- (a) A Regular Part-time Employee who works on a Named Holiday shall be paid at the rate of one and one-half times (1 1/2X) their basic rate of pay for all hours worked;
- (b) Regular Part-time Employees shall be paid, five per cent (5%) of their earnings paid at the basic rate of pay and of their vacation pay, in lieu of Named Holiday pay.

23.09 Regular Employees who are required to work on Named Holidays shall be scheduled to work their regular schedule unless operational needs require a change.

ARTICLE 24: SICK LEAVE

24.01 Definition

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

24.02 Sick Leave during Probation Period

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

24.03 Accrual of Sick Leave Credits

Sick leave credits shall not accrue during:

- (a) any period of sick leave in excess of thirty (30) calendar days; or

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

24.04 Payment for Sick Leave

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

24.05 Sick Credits for Medical Referral and /or Treatment

When a Regular Employee requires a medical referral and/or treatment and is unable to schedule such time outside of the Regular Employee's work hours, the Regular Employee shall have the right to utilize sick leave credits for such absence, provided such Regular Employee notified the Employer as soon as possible in advance of the appointment and provided that the Regular Employee submits satisfactory proof of attendance at such appointment when required by the Employer to do so. Where the Employee must pay for such required proof, the Employer will reimburse cost to the Employee.

24.06 Satisfactory Proof

Regular Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine. Payment of sick leave benefits shall not be effected until the required substantiation has been received. Where the Employee must pay for such required proof, the Employer will reimburse cost to the Employee.

24.07 Extended Illness

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

- (a) a Regular Employee who is capable of performing the duties of the Regular Employee's former job classification, shall be reinstated by the Employer in the same job classification which the Regular Employee held immediately prior to the Regular Employee's absence;
- (b) a Regular Employee who is not capable of performing the duties of the Regular Employee's former job classification, but who is capable of performing a job within the Bargaining Unit, shall have a reasonable effort made by the Employer to place the Regular Employee in an available position that the Regular Employee is capable of performing. In such a case, the Union agrees to waive the posting provisions of the Collective Agreement;

- (c) at the expiration of either twenty-four (24) months from the last day of paid sick leave or twenty-four (24) months from the first (1st) day of Long Term Disability entitlement, whichever is greater, a Regular Employee who is not capable of returning to work shall be considered to have terminated the Employee's employment relationship with the Employer, provided that such termination is not contrary to any right conferred under this Collective Agreement or any law of Canada or Alberta.

24.08 Reporting Sick

Regular Employees reporting sick shall contact the Employer with as much notice as possible and all efforts will be made to provide a minimum notice of four (4) hours in order that a replacement may be arranged for or duties re-distributed.

24.09 Request for Report of Sick Leave

Upon the request of a Regular Employee, the Employer shall advise the Regular Employee of the amount of their accumulated sick leave credits.

24.10 Maximum Credits

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

24.11 Full-time Employees

Sick leave credits for a Regular Full-time Employee shall be earned and computed at the rate of one and one-half (1 ½) working days for each full month of employment up to a maximum credit of one hundred and twenty (120) working days.

24.12 Part-time Employees

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

ARTICLE 25: WORKERS' COMPENSATION

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

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

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

- 25.04 (a) An Employee who is in receipt of Workers' Compensation benefits shall be deemed to be on approved leave of absence without pay. The Employer shall continue its portion of the health care benefit cost-share during such leave of absence.
- (b) The Employee shall be paid directly by the Workers' Compensation Board, for the total period of entitlement, as defined by the Workers' Compensation Board.
- 25.05 The parties agree that the individual Employee shall keep the Employer informed of the prognosis of the Employee's condition, to the extent possible, in a timely fashion. An Employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when the Employee shall be expected back to work and will, where possible, give the Employer at least fourteen (14) calendar days notice of the date the Employee will be able to return to work.

ARTICLE 26: HEALTH BENEFITS

26.01 Health Benefit Plans

When the enrolment and other requirements of the Benefit Plan carrier(s) have been met, the Employer shall take steps to contract for and implement the following group plans:

- (a) Alberta Health Care Insurance Plan;
- (b) a Health Plan which provides one hundred percent (100%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract;
- (c) a Prescription Drug Plan which provides eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract;
- (d) a Dental Plan which provides eighty percent (80%) reimbursement of eligible basic services; fifty percent (50%) reimbursement of eligible extensive services; and fifty percent (50%) reimbursement of eligible orthodontic services up to the established maximums provided for within the benefit carrier contract;

A maximum annual reimbursement of one thousand five hundred dollars (\$1,500) per insured person per benefit year shall apply to Extensive Services.

Orthodontic Services shall be subject to a lifetime maximum reimbursement of one thousand five hundred (\$1,500) per insured person.

- (e) a Sub Plan to supplement an eligible Employee's Employment Insurance to provide benefit payments to an Employee during the valid health-related period for being absent from work due to pregnancy for which she has provided satisfactory medical proof;
- (f) a compulsory Group Insurance Plan, inclusive of:
 - (i) Basic Life Insurance,
 - (ii) Basic Accidental Death and Dismemberment Insurance,
 - (iii) Long-Term Disability Insurance (income replacement during a qualifying disability equal to sixty percent (60%) of basic monthly earnings at the basic

rate of pay to the established maximum following a one hundred and twenty (120) working day elimination period).

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

26.02 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 Plan carriers. The Employer shall make available to all Employees participating in these Benefit Plans, copies of information booklets of these Benefit Plans.

26.03 Benefit Plan Premiums

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

26.04 Part-time Employees

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

26.05 The Employer shall advise Employees of all rate changes pursuant to Article 26.

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

26.07 Flexible Health Benefit Spending Account

- (a) A Flexible Health Benefit Spending Account shall be implemented for all Employees eligible for benefits in accordance with Article 26.
- (b) A sum of three hundred and fifty dollars (\$350) per each benefit eligible Employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account. The rate will be accrued on a monthly basis.
- (c) Any unused allocation in an Employee's Flexible Health Benefit Spending Account as of December 31 of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (d) The Flexible Health Spending Account may be utilized by Employees for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act*.
- (e) Where the Employer chooses to contract with a Benefit Plan carrier for the administration of the Flexible Health Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.

- (f) The Flexible Health Benefit Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Health Benefit Spending Account.

ARTICLE 27: PENSION PLAN

- 27.01 (a) Regular Employees working in regular positions and participating in the Local Authorities Pension Plan as of the date of ratification may, subject to legal and other plan requirements, continue to participate in the Local Authorities Pension Plan.
- (b) Regular Employees hired subsequent to the date of ratification and working in regular positions with a Full-time Equivalent (FTE) of 0.7 or greater shall participate in the Local Authorities Pension Plan subject to legal and other plan requirements. Employees with FTE's between 0.40 and 0.69 may voluntarily participate in the Local Authorities Pension Plan.

ARTICLE 28: LEAVES OF ABSENCE

28.01 General Policies Governing Leaves of Absence

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

28.02 Accrual of Benefits While on Leave

- (a) During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Benefit Plan carrier, Employees may elect to maintain coverage of contributory plans specified in Article 26, provided that the Employee makes prior arrangements to pay full Benefit Plan premium costs. In failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrolment and other requirements of the Benefit Plan carrier.

- (b) When an Employee is on leave of absence without pay and is receiving Long-Term Disability the Employer will continue to pay the Employer's share of Alberta Health Care premiums for a period not exceeding twenty-four (24) months from the beginning of Long-Term Disability provided that the Employee makes prior arrangement with the Employer for the payment of the Employee's share of Alberta Health Care premiums. Failure by an Employee to submit their portion, thirty percent (30%), will result in the Employer discontinuing premium payments for that Employee.

28.03 Leave – Union Business

- (a) Provided the efficiency of the care home shall not in any case be disrupted, leave of absence without pay and benefits 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 whom the Union is affiliated, shall be granted leave of absence without pay and benefits 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 and benefits to participate in negotiations with the Employer. The Union agrees to reimburse the Employer for salary and benefits paid to the Employee(s) while on leave.

28.04 Leave for Public Office

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

28.05 Maternity Leave

- (a) An Employee who has ninety (90) days 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 sixteen (16) weeks. Maternity Leave may be combined with Parental Leave entitlements under Clause 28.06 to provide for a total leave of absence which shall not exceed seventy-eight (78) 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 her unborn child, in the written opinion of her physician, may request an appointment 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 seventy-eight (78) weeks the Employee may request further leave without pay and benefits as provided by the General Leave Article.

28.06 Parental Leave

- (a) An Employee who is on a Maternity Leave in accordance with Clause 28.05, shall, upon her written request, be granted a Parental Leave without pay and benefits, up to a maximum period of sixty-two (62) weeks.
- (b) A father-to-be who has completed ninety (90) days of continuous service shall, upon the Employee's 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 sixty-two (62) weeks.
- (c) An Employee absent on Parental Leave shall provide the Employer with two (2) weeks' written advance notice of the Employee's readiness to return to work, following which the Employer will reinstate the Employee in the same pay step in the Wage Schedule or provide the Employee with alternate work of a comparable nature at not less than the same pay step in the Wage Schedule and other benefits that accrued to the Employee up to the date the Employee commenced the leave.

28.07 Adoption Leave

An Employee who has completed ninety (90) days' continuous employment shall, upon written request, be granted leave without pay and benefits for up to sixty-two (62) 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 Employee shall be re-engaged in the same classification held by the Employee immediately prior to taking adoption leave and at the same rate of pay.

28.08 Court Appearance

- (a) In the event an Employee is required to appear before a court of law as a member of a jury or as a witness in matters arising out of the Employee's employment with the Employer, the Employee shall suffer no loss of regular earnings for the scheduled shift(s) so missed.
- (b) An Employee required by law to appear in Court as a member of a jury or a witness shall be allowed time off without loss of regular earnings. 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, the Employee shall be granted a leave of absence without pay.

28.09 Education Leave

- (a) The Employer recognizes the benefit to the Employer and the Employee when Employees wish to upgrade their education. Upon written request, where operational requirements permit, and where that said education is applicable to the Employer's business, the Employer may grant a leave of absence without pay and benefits 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 a Regular Employee's Education Leave, the Employee may work as a Casual Employee in the bargaining unit without adversely affecting their reinstatement to the position from which they are on leave.

28.10 Compassionate Care Leave

- (a) An Employee who is eligible for the Compassionate Care Leave under the *Employment Standards Code*, shall be entitled to leave of absence without pay and benefits for a period up to twenty-seven (27) weeks.
- (b) Benefits may be continued during the period of leave of absence in accordance with Clause 28.02.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for leave.

28.11 Bereavement Leave

- (a) A Regular Employee shall be granted three (3) consecutive, regularly scheduled working days Bereavement Leave without loss of regular earnings, 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	stepbrother
daughter-in-law	parent	stepsister
mother-in-law	guardian	stepchild
father-in-law	sister	stepparent
brother-in-law	brother	Aunt
sister-in-law	niece	uncle
grandchild	nephew	fiancé
grandparent		

- (i) 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 Regular Employee's residence is necessary.
- (ii) A Regular Employee may request that Bereavement Leave be divided into two (2) periods. In no circumstances shall a Regular 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.

(b) In the event of a death of another relative or close friend, the Employer may grant a Regular Employee up to one (1) day without loss of regular earnings to attend the funeral services.

(c) Casual and Temporary Employees will be entitled to time off without pay in lieu of Bereavement Leave.

28.12 Family Responsibility Leave

A Regular Employee who needs to attend to a family responsibility for an eligible family shall inform the Employer with as much advance notice as possible and where possible such advisement will be provided in writing. The Employee may use 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 or other evidence of identified responsibility.

For the purpose of Family Responsibility Leave, the following are eligible family members:

Spouse (including common-law spouse and/or same-sex relationship)		
Parent	Daughter-in-law	Grandchild
Child	Brother	Grandparent
Son-in-law	Sister	Guardian

ARTICLE 29: VOLUNTEERS

29.01 "Volunteers" means persons who contribute to the mission and vision of The Good Samaritan Society by donating services without receiving financial remuneration.

29.02 The purpose of volunteer services is to enhance the well-being and the care to residents and their families.

29.03 The Union recognizes that the Employer is non-profit organization, which involves the participation of volunteers in order to achieve its objectives.

29.04 The Union agrees that this Collective Agreement shall in no way interfere with the role of volunteers.

29.05 Volunteers shall not replace or displace any Employee or reduce the hours of work for any Employee.

ARTICLE 30: UNIFORMS/LOCKERS

30.01 Uniforms

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

30.02 Lockers

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

ARTICLE 31: APPOINTMENTS, PROMOTIONS, AND VACANCIES

31.01 Appointments

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

31.02 Postings

(a) Vacancies for:

- (i) Regular positions; and
- (ii) casual employment opportunities; and
- (iii) 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 job classification, responsibilities and qualifications, location (department, care home), existing shift schedule and the pay range.

- (b) The Employer may limit subsequent postings for a temporary vacancy to two (2) postings.

31.03 Applications

Applications for vacancies shall be in writing according to the procedures established in the care home. Facilities will be provided to accept applications for postings at any time within the seven (7) calendar day posting period.

31.04 Order of Consideration

The following order for consideration of applicants shall apply:

- (a) Regular Employees in the department where the vacancy exists, or the new position is being created;
- (b) next, Regular Employees from other departments;
- (c) next, Casual and Temporary Employees.

31.05 Interim Appointments

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

31.06 Notification to Applicants

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

31.07 Trial Periods

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

31.08 Temporary Position

- (a) A temporary position arises when the Employer creates a position for a limited time period of at least three (3) months or when an Employee is absent or expected to be absent in excess of three (3) months. The temporary position shall be posted as per the provisions of this Article.
- (b) If the temporary position is to cease prior to the date on the job posting, the Employer shall provide fourteen (14) calendar days' notice to the Employee in the temporary position

ARTICLE 32: DISCIPLINE, DISMISSAL AND RESIGNATION

32.01 Discipline and Dismissal

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

32.02 Abandonment

An Employee absent for two (2) consecutive days without notifying the Employer shall be considered to have resigned their employment unless, in the opinion of the Employer, such notification was not possible.

32.03 Personnel Files

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

32.04 Resignation

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

ARTICLE 33: SENIORITY

33.01 Definition

For Regular Employees, "Seniority", except where otherwise provided in this Collective Agreement, shall mean the length of continuous employment with the Employer from the last date of hire into a permanent position and shall continue to accrue during periods of layoff as specified in Clause 34.03 and authorized leave of absence.

33.02 Break in Seniority

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

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

33.03 Seniority Lists

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

ARTICLE 34: LAYOFF AND RECALL PROCEDURE

34.01 Planning

- (a) In the event that the number of Regular Employees are to be reduced within a job classification, the Regular Employee(s) with the least seniority within the job classification shall be the first Regular Employee(s) removed from such job classification.
- (b) Prior to implementation of the provisions of this Article the Employer will meet with the Union to inform the Union of the Employer's intentions.

34.02 Definition

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

34.03 Layoff and Displacement Procedures

General Principles

- (a) If a Regular Employee is removed from a position, such Employee shall be eligible to displace in accordance with Clauses 34.03 (c) and 34.03 (e), subject to the following conditions:
 - (i) the laid-off Employee has the required qualifications to perform the duties of the position in that pay grade;
 - (ii) the position in that pay grade 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 job 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 Clause 34.03 (c) or 34.03 (e), such Employee shall only remain eligible to fill a vacant position or be laid off;
 - (vi) Employees with less than one (1) year seniority may not displace and are subject to layoff;
 - (vii) An Employee may not displace or be recalled to a position with a greater Full-Time Equivalent (FTE); and

- (viii) The provision of Clause 34.03 shall be exercised in order of seniority. When layoffs affect more than one (1) Employee, a meeting with the Employer, the Union and the affected Employees will be held to identify all of the potential positions to displace to. The most senior Employee will choose first amongst the positions eligible to displace to.

Full-time Employees

- (b) If a Regular Full-time Employee receives a position elimination notice in accordance with Clause 34.05 (a), such Employee, may, within seventy-two (72) hours and in consultation with the Employer, choose a position from among the available vacant full-time positions, identified by the Employer.
- (c) If a vacancy does not exist within the Employee's job classification, or the Employee does not accept another vacancy outside of the Employee's job 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 pay grade;
 - (ii) displace the least senior Part-time Employee in the same job 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 Clause 34.05 (a), such Employee, may, within seventy-two (72) hours and in consultation with the Employer, choose a position from among the available vacant part-time positions in the job classification identified by the Employer.
- (e) If a vacancy does not exist within the Employee's job classification, or the Employee does not accept another vacancy outside of the Employee's job classification, the Employee shall, within seventy-two (72) hours, and in consultation with the Employer, displace the least senior Part-time Employee in an equal or lower pay grade.
- (f) An Employee displaced as a result of Clause 34.03 (d), 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;
 - (i) accept layoff.

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

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

34.05 Notice Provisions

- (a) The Employer shall notify Regular Employees to be re-assigned or laid off in accordance with Clause 34.03 at least twenty-one (21) calendar days before the layoff or re-assignment is to be effective. If the Employee who has received layoff notice is not provided with an opportunity to work during the notice period, such Employee shall be paid an amount equal to the wages the Employee would have earned, had the Employee worked the Employee's regular hours of work in the twenty-one (21) calendar day period. If such Employee is assigned duties other than those normally connected with the job classification in question during the notice period, the Employee shall not be paid less than the amount of wages the Employee would have been entitled to receive had such Employee not been provided with an opportunity to work during the notice period.
- (b) Notice of re-assignment or layoff shall be in writing and shall be served either in person or by courier directed to the Employee's last known address. Re-assignment or layoff notices served by courier shall be considered served effective the date of delivery.
- (c) The Union shall be notified of layoffs, displacements and re-assignments as they occur.
- (d) An Employee who receives re-assignment notice and who does not wish to accept the re-assignment, shall have a maximum of seventy-two (72) hours from the receipt of such notice to provide the Employer with written notice of the Employee's refusal of the re-assignment. An Employee who provides the Employer with such written notice within the prescribed time limits shall then be laid off on the effective date of re-assignment notice. An Employee who fails to provide the Employer with such notice within the prescribed time limits shall be deemed to have accepted the re-assignment.
- (e) In the event that an Employee refuses a re-assignment, and if such refusal causes a vacant position or positions to exist, then the Employer shall have the right to choose to fill such vacancies by any of the following methods:
 - (i) rescinding layoff or re-assignment notices to other Employees; and/or
 - (ii) offering such vacancy to another Employee who is displaced or removed from a position due to implementation of the layoff procedures; and/or
 - (iii) posting the vacancy in accordance with the provisions of Article 31.

34.06 Recalls

- (a) Subject to the provisions of Clause 34.03, a Regular Employee who has been laid off from employment shall be eligible to be recalled to a position with the equivalent FTE within the same job classification if a vacancy occurs, provided that no other Regular Employee is on layoff who has the qualifications for such position and who has greater seniority than such Employee.
- (b) An Employee having exercised the Employee's rights pursuant to Clause 34.03 (c), (e) or (f), shall maintain the Employee's recall rights until extinguished as follows:
 - (i) the Employee is recalled to the former position; or,

- (ii) the Employee applies on a posted position and is successful in accordance with Article 31; or,
 - (iii) expiration of 24 calendar months since the date of layoff.
- (c) The method of recall shall be by telephone and in writing 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 Clause 34.06 "Recalls" and Clause 34.03, the provisions of Clause 34.03 shall prevail.

34.07 Casual or Temporary Assignment During Layoff

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

34.08 Subcontracting, Leasing or Technological Change

- (a) In the event Regular Employees will be displaced due to subcontracting, leasing or implementation of technological change, the Employer shall notify the Union at least one hundred and twenty (120) calendar days in advance of such change, and every effort will be made to absorb affected Regular Employees into other jobs within the bargaining unit.
- (b) Regular Employees who are appointed to a position by the Employer pursuant to Clause 34.08 (a), to a lower paid position shall continue to receive their previous rate of pay until the basic rate of pay for the lower paid position is equal to or greater than the previous rate of pay and then shall receive the basic rate of pay for the position occupied.
- (c) Regular Employees who are not absorbed into other jobs within the bargaining unit shall be subject to layoff in accordance with the layoff procedures of this Article.

34.09 Benefits During Layoff

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

34.10 Operation of Article 34

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

ARTICLE 35: CASUAL AND TEMPORARY EMPLOYEES

35.01 Application

- (a) Except as specifically provided hereinafter, the provisions of this Collective Agreement shall not apply to Casual and Temporary Employees.
- (b) The provisions of Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 20, 21, 25, 28, 30, 31, 32, and 36 shall apply to Casual and Temporary Employees.

35.02 Named Holidays

- (a) Casual and Temporary Employees required to work on a Named Holiday shall be paid at one and one-half times (1 1/2 X) their basic rate of pay for all hours worked on the Named Holiday.
- (b) Casual and Temporary Employees shall be paid five percent (5%) of their earnings at the basic rate of pay and of their vacation pay in lieu of Named Holidays.

35.03 Vacation

- (a) Casual and Temporary Employees shall be paid in addition to their earnings at the basic rate of pay:
 - (i) six percent (6%) of their earnings at the basic rate of pay during the first and subsequent employment years; or
 - (ii) eight percent (8%) of their earnings at the basic rate of pay during the fourth and subsequent employment years, if applicable;in lieu of vacation.
- (b) Casual Employees shall be allowed:
 - (i) twenty-one (21) calendar days off without pay for their vacation after one (1) year of employment; or
 - (ii) twenty-eight (28) calendar days off without pay for their vacation after five (5) years of employment, if applicable.

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

35.04 Reporting Pay

In the event that a Casual or Temporary Employee working on a call-in basis is required by the Employer to report to work and is then not permitted to commence work or is

required to return to duty at a later hour, the Employee shall be compensated by receiving four (4) hours pay at the basic rate of pay.

35.05 Hours of Work

- (a) The provisions of Clauses 16.01 through 16.04 and 16.08 apply to Temporary Employees and Casual Employees employed in a temporary position.
- (b) The provisions of Clause 16.05 apply to Temporary Employees and Casual Employees employed in a full-time position.
- (c) The provisions of Clause 16.06 apply to Temporary Employees and Casual Employees employed in a part-time position.
- (d) 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.

35.06 Overtime

- (a) The provisions of Clauses 17.01 and 17.06 apply to Casual and Temporary Employees.
- (b) The provisions of Clauses 17.02, 17.03 and 17.05 apply to Temporary Employees and Casual Employees employed in a temporary position.

35.07 On-Call

- (a) On-call duty shall mean any period during which a Casual or Temporary Employee is not working but during which the Employee is required by the Employer to be readily available to respond without undue delay to any request to report to work.
- (b) For each assigned hour of authorized on-call duty, a Casual or Temporary Employee shall be paid the sum of one dollar and twenty-five cents (\$1.25) per hour except that on Named Holidays the Employee shall be paid the sum of one dollar and seventy-five cents (\$1.75) per hour. A Named Holiday shall run from zero zero zero one (0001) hours on Named Holiday to twenty-four hundred (2400) hours of the same day.
- (c) A Casual or Temporary Employee who is called back to work during the on-call period shall not be paid for those hours worked during the on-call period in accordance with Clause 35.07 (b); but shall be paid for the hours worked during the call back period at the basic rate of pay unless the maximum hours of work have been exceeded in accordance with Article 17, at which time overtime rate will apply.
- (d) When an Employee is supplied a cell phone 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.

35.08 Call Back

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

- (a) the overtime rate as specified in Clause 35.06 (a);
- (b) three (3) hours at the basic rate of pay;

whichever is greater.

35.09 Health Benefits

Casual Employees working on a call-in basis are not entitled to participate in the Health Benefit Plan. Temporary Employees and Casual Employees employed in a temporary position, may be eligible for health benefits in accordance with Article 26.

35.10 Seniority

Casual and Temporary Employees do not accumulate seniority subject to Clause 33.01.

35.11 Sick Notification and Substantiation

Casual and Temporary Employees reporting sick shall contact the Employer with as much notice as possible and all efforts will be made to provide a minimum of four (4) hours' notice in order that a replacement may be arranged for or duties re-distributed.

Casual and Temporary Employees may be required to submit satisfactory proof to the Employer of any illness or injury that prevented them from attending a shift. Where the Employee must pay for such required proof, the Employer will reimburse the cost to the Employee.

ARTICLE 36: COPIES OF COLLECTIVE AGREEMENT

- 36.01 Within sixty (60) days of the signing of this Collective Agreement the Union shall provide the Employee with a copy.
- 36.02 The Employer shall provide a copy of the Collective Agreement to each new Employee upon appointment.
- 36.03 The Collective Agreement shall be printed in pocket size form and the costs shall be shared equally between the parties.

SALARY APPENDIX

Classification	Step	01-Jul-17	01-Jul-18	01-Jul-19
Health Care Aide	1	\$19.91	\$19.91	\$19.91
	2	\$20.95	\$20.95	\$20.95
	3	\$21.64	\$21.64	\$21.64
	4	\$22.28	\$22.28	\$22.28
	5	\$23.01	\$23.01	\$23.01
	6	\$23.52	\$23.52	\$23.52
	7	\$24.21	\$24.21	\$24.21
	8	\$24.95	\$24.95	\$24.95
Therapy Aide	1	\$19.91	\$19.91	\$19.91
	2	\$20.95	\$20.95	\$20.95
	3	\$21.64	\$21.64	\$21.64
	4	\$22.28	\$22.28	\$22.28
	5	\$23.01	\$23.01	\$23.01
	6	\$23.52	\$23.52	\$23.52
	7	\$24.21	\$24.21	\$24.21
	8	\$24.95	\$24.95	\$24.95
Unit Clerk, Clerk 3	1	\$21.65	\$21.65	\$21.87
	2	\$22.39	\$22.39	\$22.61
	3	\$23.12	\$23.12	\$23.35
	4	\$23.85	\$23.85	\$24.09
	5	\$24.59	\$24.59	\$24.84
Scheduling Clerk	1	\$21.65	\$21.65	\$21.87
	2	\$22.39	\$22.39	\$22.61
	3	\$23.12	\$23.12	\$23.35
	4	\$23.85	\$23.85	\$24.09
	5	\$24.59	\$24.59	\$24.84
Clerk 1	1	\$17.41	\$17.41	\$17.58
	2	\$18.30	\$18.30	\$18.48
	3	\$19.15	\$19.15	\$19.34
	4	\$20.04	\$20.04	\$20.24
	5	\$20.90	\$20.90	\$21.11
Cook 1	1	\$19.65	\$19.65	\$19.85
	2	\$21.16	\$21.16	\$21.37
	3	\$22.64	\$22.64	\$22.87
	4	\$24.16	\$24.16	\$24.40
	5	\$25.63	\$25.63	\$25.89

Salary Appendix

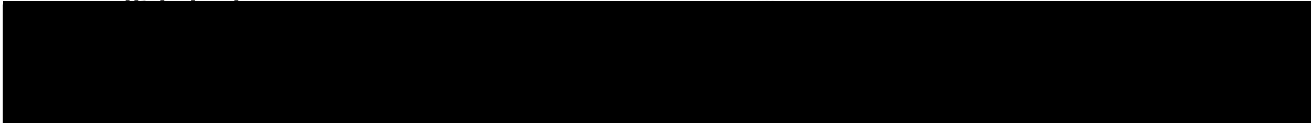
Classification	Step	01-Jul-17	01-Jul-18	01-Jul-19
Cook 2	1	\$21.50	\$21.50	\$21.72
	2	\$23.08	\$23.08	\$23.31
	3	\$24.65	\$24.65	\$24.90
	4	\$26.22	\$26.22	\$26.48
	5	\$27.78	\$27.78	\$28.06
Food Service Aide	1	\$15.90	\$15.90	\$16.06
	2	\$17.19	\$17.19	\$17.36
	3	\$18.48	\$18.48	\$18.66
	4	\$19.85	\$19.85	\$20.05
Food Service Cashier	1	\$14.47	\$14.47	\$14.61
	2	\$15.82	\$15.82	\$15.98
	3	\$17.15	\$17.15	\$17.32
	4	\$18.47	\$18.47	\$18.65
	5	\$20.04	\$20.04	\$20.24
Housekeeping Aide	1	\$15.90	\$15.90	\$16.06
	2	\$17.19	\$17.19	\$17.36
	3	\$18.48	\$18.48	\$18.66
	4	\$19.85	\$19.85	\$20.05
Housekeeping Attendant	1	\$16.30	\$16.30	\$16.46
	2	\$17.63	\$17.63	\$17.81
	3	\$18.96	\$18.96	\$19.15
	4	\$20.33	\$20.33	\$20.53
	5	\$21.68	\$21.68	\$21.90
Housekeeping Leader	1	\$18.58	\$18.58	\$18.77
	2	\$20.07	\$20.07	\$20.27
	3	\$21.52	\$21.52	\$21.74
	4	\$22.97	\$22.97	\$23.20
	5	\$24.44	\$24.44	\$24.68
Laundry Worker 1	1	\$15.90	\$15.90	\$16.06
	2	\$17.19	\$17.19	\$17.36
	3	\$18.48	\$18.48	\$18.66
	4	\$19.85	\$19.85	\$20.05
Laundry Worker 2	1	\$17.21	\$17.21	\$17.38
	2	\$18.56	\$18.56	\$18.75
	3	\$19.91	\$19.91	\$20.11
	4	\$21.25	\$21.25	\$21.46
	5	\$22.59	\$22.59	\$22.82

Salary Appendix				
Classification	Step	01-Jul-17	01-Jul-18	01-Jul-19
Maintenance Worker 1	1	\$16.30	\$16.30	\$16.46
	2	\$17.63	\$17.63	\$17.81
	3	\$18.96	\$18.96	\$19.15
	4	\$20.33	\$20.33	\$20.53
	5	\$21.68	\$21.68	\$21.90
Maintenance Worker 3	1	\$20.48	\$20.48	\$20.68
	2	\$21.93	\$21.93	\$22.15
	3	\$23.36	\$23.36	\$23.59
	4	\$24.79	\$24.79	\$25.04
	5	\$26.21	\$26.21	\$26.47
	6	\$27.17	\$27.17	\$27.44
	7	\$28.73	\$28.73	\$29.02

SIGNED this 16 day of December, A.D. 2022

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



Date: Dec. 16/22

Date: 25 November 2022

LETTER OF UNDERSTANDING #1

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the "Employer")

- and -

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

RE: LEGAL INDEMNIFICATION

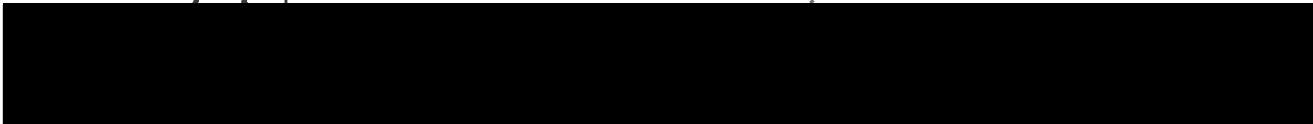
The Employer will maintain comprehensive general liability and medical malpractice insurance for all Employees. The Employer will pay one hundred percent (100%) of the premium cost of such insurance.

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

This letter of understanding expires on June 30, 2020, or upon the date of written notice of ratification of the next Collective Agreement, whichever is later.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



Date: Dec. 16/22

Date: 25 November 2022

LETTER OF UNDERSTANDING #2

BETWEEN

THE GOOD SAMARITAN SOCIETY
(the "Employer")

- and -

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

RE: SEVERANCE

Purpose

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

Severance Offering and Eligibility

2. The program will be offered in accordance with the provisions of this Letter of Understanding, over a period of time beginning the date on which the parties exchange notice of ratification for this Collective Agreement and ending June 30, 2020, or upon written notice of 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.

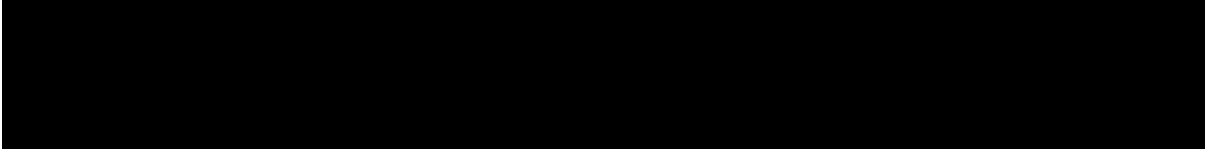
Operation of the Program

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 34: Layoff and Recall Procedure.
 - (a) Employees whose applications for severance are approved will not be eligible for rehire by the Employer, for the period of the severance.
 - (b) The Employee may be considered for rehire by the Employer provided they repay the severance that was received, or, the difference, if any, between the time they were unemployed and the length of time for which the severance was paid.

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

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



Date: Dec. 16/22

Date: 25 November 2022

LETTER OF UNDERSTANDING #3

BETWEEN:

THE GOOD SAMARITAN SOCIETY
(the "Employer")

-and-

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

RE: EMPLOYMENT INSURANCE MONIES

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

This Letter of Understanding expires on June 30, 2020, or upon the date of written notice of ratification of the next Collective Agreement, whichever is later.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

Date: _____

Dec. 16/22

Date: _____

25 November 2022

LETTER OF UNDERSTANDING #4

BETWEEN:

THE GOOD SAMARITAN SOCIETY
(the "Employer")

-and-

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

RE: SENIORITY

In the administration of the seniority provisions in Article 33 of this Collective Agreement, it is agreed by the parties:

1. A seniority list ("Seniority List") effective the date of written notice of ratification, reviewed and agreed to by the Union and Employer, will form part of this Letter of Understanding.
2. The Seniority List will represent the seniority of the listed Regular Employees, until such time that an action, as specified in Clause 33.02 occurs that results in a break in seniority.
3. Once a break in seniority occurs, as is noted in point 2 above, any assignment or recognition of seniority subsequent to this break, will be assigned upon hire into a permanent position in accordance with Clause 33.01.
4. Employees who, on the date of written notice of ratification, are Casual Employees or Temporary Employees as defined in Article 2 and any new Employees, hired after the date of written notice of ratification, will have seniority assigned or recognized upon hire into a permanent position, in accordance with Clause 33.01.
5. This Letter of Understanding expires on June 30, 2020, or upon the date of written notice of ratification of the next Collective Agreement, whichever is later.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



Date: Dec. 16/22

Date: 25 November 2022