



COLLECTIVE AGREEMENT

BETWEEN

CHOICES IN COMMUNITY LIVING INC.
COPPER SKY LODGE

- and -

ALBERTA UNION OF PROVINCIAL EMPLOYEES

on behalf of

Local 047 Chapter 015

Expires March 31, 2019

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ARTICLE 1

TERM OF AGREEMENT

- 1.01 This Agreement, including Appendices thereto, unless altered by mutual consent of both parties here, shall be in force and effect from date of ratification up to and including March 31, 2019 and from year to year thereafter unless notification of desire to amend or terminate be given in writing by either party during the period between sixty (60) and one hundred and twenty (120) days prior to the expiration date of this Agreement.
- 1.02 When either party serves notice of desire to amend the Collective Agreement under Article 1.01 above, the negotiating committees shall exchange and initial proposed amendments at commencement of negotiations.
- 1.03 Any notice required hereunder to be given shall be deemed to have been sufficiently served if personally delivered or mailed in a prepaid registered envelope addressed:
- in the case of the Employer to:
- The Chief Executive Officer
Copper Sky Lodge
Spruce Grove, AB
- and in the case of the Union to:
- The President
Alberta Union of Provincial Employees
10451 - 170 Street NW
Edmonton, AB T5P 4S7
- 1.04 The Collective Agreement shall continue in full force and effect until:
- (a) A new Collective Agreement is concluded,
 - (b) The right of the bargaining agent to represent the Employees is terminated; or
 - (c) A legal strike or lockout commences.

ARTICLE 2

DEFINITIONS

- 2.01 "Basic Rate of Pay" shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the terms of this Collective Agreement, exclusive of all allowances and premium payments.
- 2.02 "Chapter" means a component of the Union responsible for administration and negotiation of the Collective Agreement.
- 2.03 "Code" is the *Alberta Labour Relations Code*, as amended from time to time.

- 2.04 "Employee" shall mean a person covered by this Collective Agreement employed by the Employer. At the time of hire the employment status of each Employee will be determined in accordance with the following:
- (a) "Full-time Employee" is one who is regularly scheduled to work the full specified hours in the "Hours of Work" Article of this Collective Agreement;
 - (b) "Part-time Employee" is one who is regularly scheduled for less than the normal hours of work specified for Full-time Employees in the "Hours of Work" Article of this Collective Agreement;
 - (c) "Casual Employee" is one who:
 - (i) is regularly scheduled for a period of three (3) months or less for a specific job; or
 - (ii) relieves for absences the duration of which is three (3) months or less; or
 - (iii) works on a call in basis and is not regularly scheduled.
 - (d) "Temporary Employee" is one who is hired on a temporary basis for a full-time or part-time position:
 - (i) for a specific job of more than three (3) months but less than twelve (12) months. A request by the Employer to extend the time limit shall not be unreasonably denied; or
 - (ii) to replace a Full-time or Part-time Employee who is on approved leave of absence for a period in excess of three (3) months; or
 - (iii) to replace a full-time or part-time employee who is on leave due to illness or injury where the Employee has indicated that the duration of such leave will be in excess of three (3) months.
- 2.05 "Employer" is Choices in Community Living Inc. Copper Sky Lodge and includes such persons as may from time to time be appointed or designated to carry out administration duties in respect of the operation and management of the facility.
- 2.06 "Licensed Practical Nurse" means a person who is issued a certificate of registration as a Licensed Practical Nurse pursuant to the *Health Professions Act* RSA 2000, c. H-7 as amended.
- 2.07 "Local" means Local 047 of The Alberta Union of Provincial Employees.
- 2.08 "Member" means an Employee of Copper Sky Lodge who is covered by this Collective Agreement and who is a member of one of the Local.
- 2.09 Probationary Employee is any Employee filling a position who is serving the required probation period as determined by the Employer.
- 2.10 "Position" shall mean:
- (a) the Employee status; or
 - (b) the classification; or

(c) Full-time equivalent.

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

- 2.11 "Registration" shall have the meaning ascribed from the *Health Professions Act* RSA 2000, c. H-7 as amended.
- 2.12 "Shift" shall mean a daily tour of duty exclusive of overtime hours. The first (1st) shift of the day shall be that shift in which the majority of hours fall between midnight and zero eight hundred (0800) hours.
- 2.13 "Shift Cycle" means the period of time when the shift schedule repeats itself. In those instances where the schedule does not repeat itself, the term "shift cycle" shall be understood to mean a period of time not exceeding twelve (12) weeks.
- 2.14 "Union" is the Alberta Union of Provincial Employees.
- 2.15 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

ARTICLE 3

APPLICATION

- 3.01 The Collective Agreement shall apply to all Employees covered by this Collective Agreement.
- 3.02 Employees shall be compensated for work performed in accordance with the schedule of basic rates of pay as set out in the Salaries Appendix, be bound by other provisions of employment, and qualify for such benefits in accordance with the provisions set out in this Collective Agreement.
- 3.03 In the event that any word, phrase, sentence, Section or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word phrase, sentence, Section or Article, shall be affected, and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 3.04 Any changes deemed necessary in the Collective Agreement shall be made by mutual agreement at any time during the existence of this Collective Agreement. Such changes shall be in writing and duly signed by authorized agents of the parties.
- 3.05 Throughout this Collective Agreement, a word used in the feminine gender applies also in the masculine gender and vice versa, and a word used in the singular applies also to the plural, unless the context otherwise requires.

ARTICLE 4

UNION RECOGNITION AND BUSINESS

- 4.01 The Employer recognizes the Union as the sole bargaining agent for the Employees covered by this Collective Agreement.

- 4.02 This Agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations Board to be excluded from this agreement under the provisions of the *Labour Relations Code*.
- 4.03 Only after all applicable bargaining unit Employees have been given the opportunity to fill a vacant shift, may the Employer chose to fill such vacant shift with a non bargaining unit individual..
- 4.04 No Employee shall be required or permitted to make any written or verbal agreement that may be in conflict with the terms of this Agreement.
- 4.05 All correspondence between the parties shall be between designated representatives of the Employer and designated representatives of the Union. Both parties shall advise each other, in writing, of the names of their representatives.
- 4.06 Any Union activities or meetings on Employer time or on Employer property require prior permission of the Director of Operations, or their designate.
- 4.07 The Employer shall provide a bulletin board to be placed in a reasonably accessible location. The Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer. Content to be placed on the board shall be approved by the Site Manager or designate prior to being posted. The Site Manager shall provide a response for a request to post a notice within two (2) days of receipt of the request.
- 4.08 The Employer shall advise new Employees of the fact that a Collective Agreement is in effect.
- 4.09 The Employer and the Union will each pay one-half (1/2) of the cost of printing enough copies of this Agreement to provide each Employee with one (1) copy. A copy of the Collective Agreement shall be provided to each Employee on commencement of employment by the Union or at the Union orientation. The printing of the Collective Agreement will be processed at the AUPE Headquarters unionized print shop.
- 4.10 Employees can wear one (1) Union lapel pin during working hours provided that it does not interfere with Employees ability to carry out their duties of Employment.
- 4.11 The Employer agrees that a Union Steward shall be given the opportunity to present to new Employees for up to thirty (30) minutes at all general employee orientations organized by the Employer. The Employer will notify the Chapter Chairperson when new Employee orientation has been scheduled.

ARTICLE 5

UNION MEMBERSHIP, SECURITY AND CHECK-OFF

- 5.01 All Employees have the right:

- (a) to be members of the Union and to participate in its lawful activities;
 - (b) to bargain collectively with the Employer through the Union.
- 5.02
- (a) All Employees shall be required to pay Union dues. The Employer shall deduct from the wages of Employees covered by this Collective Agreement an amount equal to the monthly Union dues in a manner in keeping with the payroll system in effect for 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.
 - (b) Particulars identifying each Employee in a printed form showing the Employee name, base earnings for the period, Employee status and position, current deduction, and year to date deductions on which the dues are computed shall be provided monthly together with the amount deducted from each Employee.
- 5.03 The Union agrees to indemnify and save the Employer harmless from any form of liability arising from or as a result of the deduction of authorized dues, fees or assessments, unless caused by Employer error.
- 5.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Collective Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of change.
- 5.05 The Employer will record the amount of individual dues deducted on T-4 slips issued for income tax purposes.
- 5.06 Three (3) times every calendar year the Union may request a list of all Employees in the bargaining unit and their mailing addresses known to the Employer.

ARTICLE 6

UNION STEWARDS

- 6.01 Union Stewards are representatives of the Employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances and of enforcing bargaining rights and any other rights of the Employees under this Collective Agreement. Where it becomes necessary for a Union Steward to leave her job for this purpose, she will request time off from her immediate supervisor and provide her with as much advance notice as possible.
- 6.02 A list of Union Stewards shall be supplied by the Union to the Director of Operations. The Director of Operations shall be advised in writing of any change to this list. The list shall be updated by the Union annually.
- 6.03 Employees shall have the right to request the assistance of a Union Steward or Union Representative when dealing with issues arising from the interpretation or application of this Collective Agreement.

ARTICLE 7

MANAGEMENT RIGHTS

- 7.01 The Employer reserves all rights not otherwise abrogated or restricted in this Collective Agreement.
- 7.02 Without limiting the generality of the foregoing, the Union acknowledges that it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- (a) Maintain order, discipline, efficiency and to make, alter, and enforce rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement.
 - (b) Direct the working force and to create new job classifications and work units and to determine the number of Employees, if any, needed in any work unit or job classification and to determine whether or not a position, work unit, or job classification will be continued or declared redundant.
 - (c) Direct, select, hire, assign to positions and shifts including rotating shifts, schedule, promote, classify, layoff and recall Employees.
 - (d) Determine job content and quality and quantity standards and the right to use improved methods, models, and equipment.
 - (e) Demote, discipline, suspend or discharge Employees for just cause.
 - (f) Determine the nature and type of healthcare and other services to be provided by the Employer, the methods and techniques of work to provide healthcare and other services, and the number of Employees to be employed by the Employer.

ARTICLE 8

DISCRIMINATION

- 8.01 The Employer and the Union agree there shall be no discrimination, restriction or coercion exercised or practiced in respect of any Employee by either party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical or mental disability, or by reason of his membership or activity of the Union or in respect of the Employer exercising any right conferred under this Collective Agreement or any provisions covered under the *Alberta Human Rights Act*, except to the extent permitted by law.
- 8.02 The Employer, the Union and Employees are committed to a safe and respectful workplace where workplace violence, bullying, sexual harassment, and harassment are not tolerated.
- 8.03 The Union and Employer recognize the right of the Employees to work in an environment free from harassment and the Employer, after proper investigation, may discipline for just cause any person employed by the Employer engaging in the harassment of another Employee.

- 8.04 The responsibility to ensure compliance with the above is shared equally by the Employer, the Union and all Employees.
- 8.05 A complaint alleging discrimination and harassment may be presented as a grievance directly to Level 2.

ARTICLE 9

PROBATIONARY PERIOD

- 9.01 A new Employee shall serve a probationary period of five hundred (500) hours worked, for each period of continuous employment not interrupted by termination or dismissal. In the case of Part-Time or Casual Employees who, upon completion of six (6) months of employment and who have not completed five hundred (500) hours, shall be deemed to have been completed their probationary period.
- 9.02 The new Employee's probationary period may be extended in consultation with the Union by up to an additional five hundred (500) hours worked:
- 9.03 During the probationary period the Employee may be dismissed or terminated for any reason. The Employer shall provide a reason for the dismissal or termination to the Employee. The Employee shall have recourse to the grievance procedure up to and including at Step 2.
- 9.04 The Employer shall provide a paid orientation period for all new Employees, including;
- (a) Orientation to the site and/or Employer organization as determined by the Employer;
 - (b) Orientation on all shift (days, evenings, and/or nights) the Employer assigns the Employee to work; and
 - (c) The Employee's first shift shall be under guidance or supervision.
- 9.05 Additional orientation requested by an Employee will not be unreasonably denied.

ARTICLE 10

SENIORITY

- 10.01 A Full-time or Part-time Employee's Seniority Date shall be the date on which an Employee's continuous service is commenced within the bargaining unit, including all prior periods of service as Casual or Temporary Employee contiguous to present regular employment.
- 10.02 Seniority shall not apply during the probationary period however once the probationary period has been completed seniority shall be credited from the seniority date established pursuant to Clause 10.01.
- 10.03 Seniority shall be recognized only where specifically referenced in this Agreement.

- 10.04 An Employee shall lose their seniority and forfeit all rights and the Employer is under no obligation to rehire when the Employee:
- (a) resigns or retires,
 - (b) is discharged for just cause,
 - (c) overstays their authorized leave of absence without written permission unless a reason satisfactory to the Employer is provided, or
 - (d) is absent for three (3) consecutive days without notifying the Employer, she shall be considered to have resigned, or
 - (e) fails to reply to a recall notice within five (5) days of its receipt pursuant to Article 26.
- 10.05 The Employer will supply the Union Chapter Chairperson a seniority list setting out the names and starting dates with the Employer on January 15th each year.

ARTICLE 11

JOB POSTINGS AND VACANCIES

- 11.01 Postings
- When a new full time or part time position is created or when a full time or part time vacancy occurs in any position covered by this Collective Agreement such position or vacancy shall be posted for not less than seven (7) calendar days in advance of making an appointment. A copy of all posting shall be forwarded to the Union Chapter Chairperson.
- The posting shall be identified with a competition number and shall state the classification, full time equivalency, qualifications and education, hours of work, shift schedule, and pay rate, date of posting and closing date and time of posting.
- 11.02 When circumstances require the Employer to fill a vacancy before the expiration of seven (7) calendar days, the appointment shall be made on a temporary basis only.
- 11.03 Applications
- Applications for vacancies shall be in writing according to the procedures established by the Employer. Facilities will be provided to accept applications for a posted position at any time within the seven (7) calendar day posting period.
- 11.04 Selection
- In filling vacancies, appointments will be made on the basis of education, experience, training, qualifications, skill and other relevant attributes and where these factors are considered by the Employer to be equal, seniority shall be the deciding factor.
- 11.05 If in the Employer's opinion, no applicant is qualified to perform the required work, the Employer shall repost the position leaving the competition open until a qualified applicant is found.

- 11.06 The name of the Employee who is appointed to fill a vacancy shall be posted for not less than eight (8) calendar days. The Union Chapter Chairperson shall be informed in writing of the name and competition number for the successful applicant within five (5) calendar days.
- 11.07 The foregoing provisions shall be waived and inoperative when placement of an Employee in a job within the bargaining unit is effected to accommodate an Employee as required by law or requested by the Workers' Compensation Board to provide a period of rehabilitative work experience.

ARTICLE 12

HOURS OF WORK

- 12.01 This Article defines the normal hours of work. The Employer reserves the right to establish the start and end time of shifts for Employees within the bargaining unit.
- 12.02 It is understood and agreed that the Employer operates a continuous operation from Sunday at 0000 hours to Saturday at 2400 hours.
- 12.03 (a) The normal hour of work for Full-time Employees shall be seven and three quarter hour (7 3/4) per day and seventy-seven and one-half (77 1/2) hours bi-weekly averaged over an Employee's shift rotation exclusive of an unpaid meal period.
- (b) The normal hour of work for Full-time Employees working eleven (11) hours and five (5) minute shifts shall be eleven (11) hours and five (5) minute per day and seventy-seven (77) hours and thirty-five (35) minutes bi-weekly averaged over an Employee's shift rotation exclusive of an unpaid meal period.
- 12.04 Employees will not be required to work split shifts, except by mutual agreement between the Employee and Employer.
- 12.05 (a) All Employees working seven and three quarter (7 3/4) hour shifts or less shall be permitted one (1) fifteen (15) minute rest period during each period of three point eight seven five (3.875) hours of work.
- (b) All Employees working eleven (11) hours and five (5) minute shifts shall be permitted three (3) rest periods of fifteen (15) minutes during each shift.
- (c) All Employees working a minimum six (6) hour shift up to a seven and three quarter (7 3/4) hour shifts shall be permitted one (1) unpaid meal period of thirty (30) minutes.
- (d) All Employees working eleven (11) hours and five (5) minute shifts shall be entitled to two (2) unpaid meal periods of thirty (30) minutes.
- (e) Employees shall be allowed to take their unpaid meal period uninterrupted by the Employer except in cases of emergency.

- (f) An Employee required by the Employer to work, or be readily available to work, in excess of the regular hours of work as defined in clause 12.03, due to being recalled during her unpaid meal period or rest period will be compensated at the Employees basic rate of pay should the Employer be unable to re-schedule the Employee's meal or rest period later in the same shift.
- (g) The actual times at which an Employee shall take meal period and rest periods will be determined by the Employer. It is understood that meal periods and rest periods will not be combined.
- (h) Meal and rest periods shall commence when an Employee leaves her place of work and the Employee shall be back at her place of work when the minutes of the meal and rest period expire.

12.06 Employees who wish to leave the facility at meal times shall advise her Supervisors. Employees required to stay at the facility at meal times will be compensated in accordance with Article 12.05(f).

- 12.07
- (a) Except in cases of emergency or by mutual agreement between the Employer and the Union, shift schedules for Full-time or Part-time Employees working seven and three quarter (7 3/4) hour shifts shall provide for:
 - (i) at least fifteen and one-half (15 1/2) hours off duty between shifts;
 - (ii) not more than six (6) consecutive scheduled days of work;
 - (iii) at least two (2) consecutive days of rest.
 - (b) Except by mutual agreement between the Employer and the Union, a Full-time or Part-time Employee-working seven and three quarter (7 3/4) hour shifts shall receive at least one (1) weekend off in three (3) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and a Sunday. Named Holidays shall not be used as days off for the purposes of this Article.
 - (c) Except in cases of emergency or by mutual agreement between the Employer and the Union, shift schedules for Full-time or Part-time Employees working eleven (11) hour and five (5) minute shifts shall provide for:
 - (i) at least eleven (11) hours and fifty-five (55) minutes off duty between shifts;
 - (ii) not more than four (4) consecutive scheduled days of work.
 - (d) Except by mutual agreement between the Employer and the Union, a Full-time or Part-time Employee working eleven (11) hours and five (5) minute shifts shall receive at least one (1) weekend off in two (2) averaged over one (1) complete cycle of the shift schedule. A weekend shall be a Saturday and the following Sunday. Named Holidays shall not be used as days off for the purposes of this Article.

- 12.08 (a) Shift schedules shall be posted not less than fourteen (14) calendar days in advance.
- (b) When the Employer requires a change in the scheduled days of work with less than seven (7) calendar days notice, the Employee shall be paid at time and one-half (1½ X) for all hours worked on the first shift of the changed schedule.
- (c) Employee requests for shift changes must be made in writing at least seven (7) calendar days in advance, except in extenuating circumstances.
- (d) Where the Employer permits Employees to exchange shifts, the Employer shall not be liable for non-compliance with the scheduling provisions of the Collective Agreement, including Articles 12 and 13, arising with the shift exchange.
- 12.09 Those Employees working the night shift when the change from Daylight Time to Standard Time occurs shall be paid overtime for all hours worked over eight (8) hours in a shift and Employees working the night shift when the change from Standard Time to Daylight Time occurs shall be paid their basic hourly rate of pay for all hours worked.
- 12.10 An Employee who reports for a scheduled shift and is subject to cancellation of the shift shall be paid for a minimum of three (3) hours or for all hours worked, whichever is greater, at the Employee's basic hourly rate of pay.
- 12.11 This Article applies to Casual Employees except clauses 12.07(a)(i), (iii), 12.07(b), 12.07(c)(ii) and 12.08(a), which shall have no application to Casual Employees.
- 12.12 Employees will record their daily hours worked on time sheets provided by the Employer and will submit them to their Supervisor at times specified by the Employer.
- 12.13 (a) Part-time Employees may pick up extra shifts in addition to their regularly scheduled shifts up to the full time equivalent for their classification. In order to facilitate the distribution of opportunities to work additional shifts Part-time Employees shall indicate the extent of their availability in writing to the Employer at least on a monthly basis.
- (b) The Employer will make every reasonable effort to offer additional hours to Part-time Employees prior to offering such additional hours to Casual Employees.
- (c) In the case of shifts available five (5) days or more in advance, the Employer will contact Employees who have provided their availability in order of seniority. The extra shifts will be awarded to the most senior Employee to respond by 0800hrs the day following contact.

ARTICLE 13

OVERTIME

- 13.01 Overtime is all time authorized by the Employer or designated charge person and worked by an Employee:

- (a) in excess of seven and three-quarter (7 3/4) work hours for Employees scheduled to work pursuant to Clause 12.03 (a); and
- (b) in excess of seventy-seven and one-half (77 1/2) work hours in a bi-weekly period for Employees scheduled to work pursuant to 12.03 (a); or
- (c) in excess of eleven (11) hours and five (5) minutes of work for Employees scheduled to work pursuant to 12.03 (b); and
- (d) in excess of seventy-seven (77) hours and thirty-five (35) minutes work in a bi-weekly period for Employees scheduled to work pursuant to 12.03 (b).

13.02 Overtime is to be paid as follows: time and one half (1 ½ X) for the first two (2) hours and double time (2 X) thereafter.

13.03 Overtime may be accumulated and taken in time off at a mutually acceptable time at the applicable premium rate. Time off not scheduled to be taken by March 31st in any given year shall be paid out.

13.04 Rest Period and Meal Period

An Employee required to work more than one (1) hour overtime shall be provided with a fifteen (15) minute rest period prior to working the overtime. Where overtime of three point eight seven five (3.875) hours of work or more is required, the Employer shall provide a one half (1/2) hour meal period without pay.

13.05 Casual Employees

Except for Clause 13.03, this Article shall apply to Casual Employees.

ARTICLE 14

SALARIES

14.01 The basic rates of pay as set out in the Salaries Schedule are applicable to all Employees covered by this Collective Agreement.

- 14.02 (a) A Full-time Employee shall be entitled to one (1) increment on the salary grid upon the completion of one thousand nine hundred and fifty (1,950) hours of work with the Employer, exclusive of overtime.
- (b) Part-time, Temporary and Casual Employees shall be entitled to one (1) increment on the salary grid upon the completion of one thousand nine hundred and fifty (1,950) hours of work with the Employer, exclusive of overtime.

14.03 Recognition of Previous Experience

Effective upon ratification of the Agreement, when a new Employee has experience satisfactory to the Employer, the Employee's starting salary will be adjusted as follows:

- (a) Recognition of experience with other employers will be recognized on the basis of one (1) annual increment for each one (1) full year of service, up to a maximum of Step 4 on the salary grid for all General Support Staff;
- (b) Recognition of experience with other employers will be recognized on the basis of one (1) annual increment for each one (1) full year of service, up to Step 7 on the salary grid for all Auxiliary Nursing Staff (HCAs and LPNs);
- (c) Part-time service shall be recognized on a pro-rata basis with one (1) year of experience recognized for each one thousand nine hundred and fifty (1,950) paid hours in the qualifying period, exclusive of overtime; and
- (d) Partial years of experience and experience prior to a two (2) year lapse in comparable employment will not be recognized in the calculation previous experience by the employer.

In order for previous experience to be considered by the Employer, it shall be the responsibility of the newly hired Employee to provide to the Employer proof of recent related experience. If she fails to do so within two (2) months of her date of hire, she will not be entitled to the recognition of previous experience.

14.04 Re-Employment

Employees who terminate employment from the Employer and are re-employed will be placed at the same increment on the salary scale upon re-employment provided:

- (a) they are re-employed into exactly the same classification that they held prior to termination;
- (b) that their re-employment is within two (2) years of their prior termination.

14.05 Only Employees entitled to designation as a Licensed Practical Nurse pursuant to the *Health Professions Act*, RSA 2000, c. H-7 shall be employed as a Licensed Practical Nurse.

14.06 Overpayment

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

ARTICLE 15

SHIFT DIFFERENTIAL AND WEEKEND DIFFERENTIAL

15.01 Shift Differential

(a) Evening (Effective date of ratification)

A shift differential of two dollars and fifty cents (\$2.50) per hour will be paid to an Employee for all hours worked between fifteen hundred (1500) hours to twenty three hundred (2300) hours.

Effective April 1, 2017 Evening shift differential will increase to two dollars and seventy-five cents (\$2.75)

(b) Night (Effective date of ratification)

A shift differential of three dollars and twenty-five cents (\$3.25) per hour will be paid to an Employee for all hours worked between twenty-three hundred (2300) hours to zero seven hundred (0700) hours.

Effective April 1, 2017 Night shift differential will increase to three dollars and fifty cents (\$3.50)

Effective April 1, 2018 Night shift differential will increase to four dollars and twenty-five cents (\$4.25)

15.02 Weekend Differential (Effective date of ratification)

An Employee shall be paid, in addition to her basic rate of pay and any shift differential to which she may be entitled, a weekend differential of three dollars and twenty five cents (\$3.25) per hour for all hours worked between fifteen hundred (1500) hours Friday and zero seven hundred (0700) hours Monday.

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

15.04 All premiums payable under this Article shall not be considered as part of the Employee's basic rate of pay.

15.05 Where, applicable, an Employee shall be eligible to receive both Shift Differential and Weekend Premium.

ARTICLE 16

PREMIUMS

16.01 Charge Pay

Where the Employer designates a Licensed Practical Nurse to assume responsibility in the absence of the Manager, she shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour.

16.02 Preceptor Pay

Preceptor shall mean a Licensed Practical Nurse or a Health Care Aide who is assigned by the Employer to supervise, educate and evaluate students in an educational program, or any other Eligible Program.

A Licensed Practical Nurse assigned by the Employer to act as a Preceptor for students in the Licensed Practical Nurse program or any specialized practice education or training programs, as recognized by the College of Licensed Practical Nurses of Alberta shall receive an additional sixty-five cents (\$0.65) per hour.

A Health Care Aide assigned by the Employer to act as a preceptor to a student in a recognized Health Care program shall receive an additional sixty-five cents (0.65) per hour.

ARTICLE 17

RESIGNATION

17.01 An Employee shall provide to the Employer where possible twenty-eight (28) calendar days notice, and shall, in any case, provide the Employer with fourteen (14) calendar days notice, of her desire to resign from her employment. An Employee shall not be granted vacation leave during the notice period unless vacation leave has been previously approved.

17.02 If the required notice of resignation is given, an Employee who voluntarily leaves the employ of the Employer shall receive the wages and vacation pay to which she is entitled on the pay day following the last day worked.

ARTICLE 18

NAMED HOLIDAYS

18.01 (a) The following Named Holidays will be observed as Statutory Holidays:

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

And all general holidays proclaimed by the Municipality or the Government of Alberta or Canada.

(b) To be eligible for the "Named Floater" an Employee shall be employed by the Employer on June 30th of that calendar year. The "floater" holiday shall be taken at a time to be mutually agreed upon by the Employer and the Employee.

18.02 Qualifying for Named Holiday Pay

To qualify for a Named Holiday with pay, the Employee must:

- (a) Have been employed for thirty (30) days during the preceding twelve (12) months;
- (b) Work her scheduled shift immediately prior to and immediately following the holiday except where the Employee is absent for reasons acceptable to the Employer; and
- (c) Work on a Named Holiday when scheduled except where the Employee is absent for reasons acceptable to the Employer.

18.03 Employees on layoff status, maternity leave, paternity leave, adoption leave, Workers' Compensation or on sick leave on the date of the recognized holiday are not entitled to Named Holiday Pay.

18.04 Named Holiday Pay

Except as modified by 18.04 (d) below an Employee obliged to work on a Named Holiday shall be paid for all hours worked on the Named Holiday at one and one-half times (1 1/2X) her basic rate of pay, plus;

- (a) an alternate day off with pay at a mutually agreed time; or
- (b) by mutual agreement, a day with pay added to her next annual vacation; or
- (c) by mutual agreement, the Employee may receive payment for such day at her basic rate of pay
- (d) an Employee obliged to work on Heritage Day and/or Christmas Day, shall be paid for all hours worked on the named holiday at two times (2X) the Employee's basic rate of pay plus:
 - (i) an alternate day off with pay at a mutually agreed time; or
 - (ii) by mutual agreement, a day with pay added to her next annual vacation; or
 - (iii) by mutual agreement, the Employee may receive payment for such day at her basic rate of pay.

18.05 Named Holiday While on Vacation

When a Named Holiday falls during an Employee's annual vacation, such holiday may, by mutual agreement, be added to the vacation period, or the alternate day off shall be dealt with as set out in Clause 18.04.

18.06 Named Holiday on Day Off

When a Named Holiday falls on a day that would otherwise be an Employee's regularly scheduled day of rest, the Employee shall receive an alternate day off as outlined in Clause 18.04.

- 18.07 Part-Time, Temporary and Casual Employees
- (a) On each pay cheque, Part-time, Temporary and Casual Employees shall be paid, in addition to their earnings, four point six percent (4.6%) of their earnings in lieu of Named Holiday benefits.
 - (b) Part-time, Temporary and Casual Employees who are required to work on a Named Holiday shall be paid at one and one-half times (1 1/2X) for all hours worked on the Named Holiday.
- 18.08
- (a) Full-Time Employees shall be so scheduled as to provide her with either Christmas or New Year's Day unless otherwise requested.
 - (b)
 - (i) A Full-Time Employee granted Christmas Day off in accordance with Article 18.08 (a) shall be scheduled such that she will have two (2) consecutive days where she will not be obliged to work (i.e., December 24th and 25th or December 25th and 26th); and
 - (ii) A Full-Time Employee granted New Year's Day off in accordance with Article 18.08 (a) shall be scheduled such that she will have two (2) consecutive days where she will not be obliged to work (i.e., December 31st and January 1st or January 1st and 2nd).
 - (iii) The Employer will make reasonable efforts to rotate the requirement to work Christmas or New Years, from year-to-year.

ARTICLE 19

VACATIONS

- 19.01 During each year of continuous service in the employ of the Employer, a Full-Time Employee shall earn entitlement to a vacation with pay. The rate at which vacation entitlements are earned shall be governed by the total length of such service as follows;

<u>Years of Continuous Employment</u>	<u>Vacation Time</u>	<u>% of Earnings</u>
1 to 4 years	116.25 hours	6% of regular pay
5 to 10 years	155 hours	8% of regular pay
11 to 19 years	193.75 hours	10% of regular pay
20 years and over	232.50 hours	12% of regular pay

- 19.02 Part-Time Employees are entitled to vacation time as set out in Clause 19.01 on a pro-rated basis in accordance with the following formula;

$$\begin{array}{ccccc} \text{Hours worked at} & & \text{The applicable \%} & & \text{Number of hours of paid} \\ \text{the base rate of pay} & \times & \text{outlined above} & = & \text{vacation time to be taken} \end{array}$$

- 19.03 An Employee shall be granted the vacation period preferred by her at such time as may be mutually agreed by the Employer and the Employee. The granting of vacation period is subject to operational requirements.
- 19.04 (a) The Employer shall post the vacation schedule planner by February 1st of each year. Where an Employee submits her vacation preference by February 28th of that year, the Employer shall indicate approval or disapproval of that vacation request by March 31st of the same year. Where two (2) or more Employees have requested the same vacation period preference and through consultation a compromise cannot be reached preference will be given to the Employee with the most seniority. After March 31st vacation approval will be given on a first come first serve basis. The Employer shall indicate approval or disapproval of vacation request outside of the planner within ten (10) calendar days of the request being submitted.
- (b) An Employee shall have the right to utilize vacation credits provided the utilization does not exceed the total vacation earned by the Employee at the time of taking the vacation.
- (c) Employees are encouraged to use their vacation entitlement in the calendar year in which they are accrued. Employees may carry forward two weeks of accrued vacation into the following year. They are required to utilize all other accrued vacation credits (beyond the two weeks) before the end of each year – December 31st. Any unused vacation credits beyond two weeks will be paid out by January 31st.
- (d) An Employee may be permitted to carry forward an additional portion of unused vacation to the next year upon approval from the site manager. A request to carry forward unused vacation credits shall not be unreasonably denied.
- 19.05 An Employee who resigned or whose service is terminated shall receive vacation pay in lieu of all vacation earned but not taken.
- 19.06 No Employee may continue to work and draw vacation pay in lieu of taking her vacation.
- 19.07 Only those hours paid at the basic rate of pay and on a Named Holiday will be recognized for the purpose of determining vacation pay.

ARTICLE 20

BENEFITS

- 20.01 Effective date of ratification, providing a Full-Time or Part-Time Employee meets the qualifying periods of employment for coverage and meets any other requirements for participation as determined by the Employer or the insurer, for the benefits listed below, the Employer agrees to pay a total of sixty-five percent (65%) of the total cost of the premiums, with the Employees paying the remaining thirty-five percent (35%) of the total cost of the premiums:

Effective April 1, 2018 the Employer agrees to pay a total of seventy percent (70%) of the total cost of the premiums, with the Employees paying the remaining thirty percent (30%) of the total cost of the premiums

- (a) A Prescription Drug Plan that provides eighty percent (80%) reimbursement of eligible expenses up to the established maximums provided for within the benefit carrier contract which shall include a direct pay drug card.
- (b) A Dental Plan that provides eighty percent (80%) reimbursement of eligible basic services up to the established maximums provided for within the benefit carrier contract.

Effective April 1, 2017 the Dental Plan will be enhanced to include fifty percent (50%) reimbursement of extended services up to a maximum of \$1500.00 per calendar year.

Effective April 1, 2018 the Dental Plan will be enhanced to include fifty percent (50%) reimbursement of orthodontic services with a lifetime maximum of \$1500.00 provided to children under 19 years of age.

- (c) A Group Insurance Plan, inclusive of:
 - (i) Basic Life Insurance in the amount of \$25,000.00.
 - (ii) Basic Accidental Death and Dismemberment Insurance.

The above benefits are taxable benefits to Employees. The Employee acknowledges that it is a condition of employment that they enroll in certain benefit plans, and that tax owing on benefit premiums and/or benefit coverage's will be the sole responsibility of the Employees.

20.02 For all Employees eligible for benefits in accordance with Article 20.01.

The sum of five hundred (\$500.00) dollars per year of each benefit eligible Employee shall be allocated by the Employer to a Flexible Health Spending Account.

20.03 The provisions of the insurance policies and the plans as amended from time to time by the Employer or the insurance carrier shall govern with respect to eligibility for participation, premiums paid and benefits provided. These documents shall not be considered part of or considered incorporated into the Agreement, nor shall the Employer be considered an insurer. The Employer shall consult with the Union prior to any change to insurance carriers and will make reasonable efforts to ensure that such changes does not result in an overall reduction in benefits or coverages.

20.04 The Employer agrees that if it changes insurance carriers or benefit coverages, it will notify the Union and the affected Employees of any resultant changes in coverages or benefits.

20.05 This Article shall not apply to Casual Employees. Temporary Employees are entitled to benefits under this Article after six (6) months of completed service.

ARTICLE 21

SICK LEAVE

- 21.01 Sick Leave shall be provided to permanent Full-time and Part-time Employees when they are absent from work due to a bona fide illness or injury that is not covered by the provisions of the *Workers' Compensation Act*.
- 21.02
- (a) Sick leave credits for Full-time and Part-Time Employees shall be earned and computed at the rate of 11.07 hours per 168 hours of regular scheduled hours of work at the basic rate of pay, up to a maximum credit of 930 hours.
 - (b) For the purpose of computing sick leave credits, the following shall not be counted
 - (i) hours worked in addition to regular scheduled hours of work: and
 - (ii) hours worked and paid at overtime rates.
 - (c) For the purpose of computing sick leave accumulation, the following shall be counted as working days:
 - (i) days of work;
 - (ii) days on which the Employee is on vacation;
 - (iii) days on which the Employee is on leave of absence with pay pursuant to the terms of this Collective Agreement;
 - (d) When an Employee has accrued the maximum sick leave credits the Employee shall no longer accrue sick leave credits until such time as the Employee's total accumulation is reduced below the maximum. At that time the Employee shall recommence accumulating sick leave credits, in accordance with Clause 21.02 (a) above.
 - (e) After an Employee has completed the probationary period, the Employee shall be allowed a credit for sick leave from the date of employment provided however, that the Employee shall not be entitled to apply sick leave credits to the completion of the probationary period.
 - (f) Employees cannot use sick leave credits for any purpose other than when they are absent from work due to a bona fide illness or injury that is not covered by the provisions of the *Workers' Compensation Act*, subject to Article 22 (WCB).
- 21.03 Employees reporting sick shall do so to the Employer at a minimum of two (2) hours prior to the start of the shift, as soon as possible, in order that a replacement may be arranged for or duties redistributed. Failing to do so, the Employee shall be considered absent without leave and the Employer may make a deduction in pay for the time that expires between the time the Employee should have reported for work and the time at which the Employee reported sick.

- 21.04 Subject to Clauses 21.01, 21.02 and 21.03 an Employee granted sick leave shall be paid at her basic rate of pay for regularly scheduled hours absent due to illness, and the number of hours thus paid shall be deducted from her accumulated sick leave credits up to the total amount of her accumulated credits at the time the sick leave commenced.
- 21.05 From time to time, an Employee may require a short period of absence from work with pay to attend to medical/dental appointments, which cannot be undertaken after working hours. Such hours shall be deducted from the Employee's accumulated sick leave credits. The Employer may require proof of attendance at such appointment.
- 21.06
- (a) No sick leave shall be granted for any illness which is incurred once an Employee commences her vacation; in this event, the Employee will only receive vacation pay.
 - (b) Sick leave shall be granted if an Employee becomes ill during her vacation period as stated in Clause 21.06 (a) above, only after the expiry of the Employee's vacation and provided the illness continues beyond the vacation;
 - (c) Notwithstanding the provisions of Clause 21.06 (a) and (b), should an Employee be admitted to the hospital on an "in-patient" or "out-patient" basis during the course of her vacation, she shall be considered as being on sick leave for the period of hospitalization and subsequent period of recovery, provided she notifies her Employer upon return from vacation and provides satisfactory proof of her hospitalization. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreeable time.
- "Outpatient" shall mean an Employee who is undergoing scheduled hospital treatments as a result of illness or injury occurring during her vacation period.
- 21.07 An Employee who has exhausted her sick leave credits during the course of an illness, and the illness continues shall be deemed to be on leave of absence without pay or benefits except as provided in Article 21, for the duration of the illness or as provided below, whichever first occurs. The Employee shall keep the Employer advised as to when she shall be expected back to work and shall provide the Employer with twenty-eight (28) days written notice of readiness to return to work and:
- (a) if the Employee is capable of performing the duties of her former position she shall be reinstated by the Employer in the same position which she held immediately prior to her disability at not less than the same increment in the salary schedule and other benefits that accrued to her prior to her disability;
 - (b) if the Employee is incapable of performing the duties of her former position, when operationally possible the Employer will place her in an available position that she has the qualifications, skill and ability to perform. In such a case the Union agrees to waive the posting provisions of the Collective Agreement;

- (c) at the expiration of twenty-four (24) months from the last day of paid sick leave, if an Employee:
 - (i) is not capable of resuming work pursuant to section (a), or
 - (ii) for whom pursuant to section (b), alternate employment is not available, it shall be deemed that the employment relationship has terminated, provided that such termination is not contrary to any right conferred under this Agreement or any law of Canada or Alberta.

21.08 Upon termination of employment all sick leave credits shall be cancelled.

21.09 Temporary Employees are not eligible for sick leave benefits, unless employed in a temporary capacity with an anticipated end date of twelve (12) months or longer. Temporary Employees who qualify for sick leave benefits will be entitled to the benefits set out in Clause 21.02. Casual Employees are not entitled to sick leave.

21.10 A Physician's statement may be required, in a form acceptable to the Employer, for any absence from work by an Employee verifying the reasons for the absence, whether modified duties may be performed by the Employee, as well as a prognosis as to the Employee's return date. If an Employee is required to produce proof of illness the Employer shall cover the cost associated with obtaining such proof.

ARTICLE 22

WORKERS' COMPENSATION

22.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.

22.02 An Employee who is unable to work as a result of a disability incurred while on duty in the service of the Employer and who qualifies for benefits in accordance to the *Workers' Compensation Act* will receive benefits directly from the Worker's Compensation Board.

22.03 Employees will be eligible to apply for sick leave benefits during the period of time they are waiting for the receipt of their claim for WCB. Sick leave benefits will be payable provided:

- (a) the Employee has sick leave credits available; and
- (b) the Employee meets the eligibility requirements for sick leave; and
- (c) the Employee assigns her WCB benefits to the Employer on to the extent that it is required for the Employer to recover the money that was paid out for sick leave once the WCB claim has been approved.

After the money for sick leave has been recovered from the assigned WCB benefits the Employer will then reinstate the Employee's sick leave credits to the appropriate level and, the Employee shall receive her benefits directly from the Workers' Compensation Board.

- 22.04 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.
- 22.05 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.
- 22.06 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board as fit to return to work and who is capable of performing the duties of her former position, shall provide the Employer with fourteen (14) calendar days written notice of readiness to return to work. The Employer may accommodate return to work sooner than fourteen (14) calendar days where agreeable between the Employer and the Employee.
- 22.07 The Employee shall keep the Employer informed of the progress of her condition on an ongoing basis.

ARTICLE 23

LEAVE OF ABSENCE

- 23.01 General leaves of absence and provisions:
- (a) The Employer, at sole discretion, may grant a leave of absence to an Employee without pay, benefits and without loss of seniority for good and sufficient cause.
 - (b) Applications for a leave of absence shall be submitted in writing to the Employer as early as possible, but no less than two (2) weeks in advance of the intended start date of the leave of absence in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return. A false statement in an application for leave of absence or neglect to return at the end of the leave granted may result in discipline up to and including dismissal which shall be reported to the Union.
 - (c) All leave of absences must be pre-approved by the Director of Operations.

- (d) Sick leave entitlement, vacation entitlement and credit towards increments do not accrue during any leave of absence without pay in excess of thirty (30) calendar days. An Employees seniority dates will not be altered by virtue of a leave of absence of thirty (30) days or less, unless otherwise specified in this Article.
- (e) Employees are not entitled to Named Holidays with pay during any leave of absence.
- (f) Subject to approval by the Insurer(s) and the Employer, Employees on a leave of absence may request that they maintain coverage of contributory plans specified in Article 20, provided that the Employee makes prior arrangements to pay full premium costs of both parties in a lump sum or on a monthly basis. A failure to remit the payment required above will result in cancellation of benefits.

23.02

Maternity and Parental Leave

- (a) Employees who have completed twelve (12) months of continuous employment with the Employer shall be eligible for:
 - (i) Maternity Leave

Upon providing at least four (4) weeks advance written request indicating the anticipated start and return to work dates, a leave of absence without pay or benefits and without loss of seniority shall be granted to a maximum of fifty-two (52) weeks.
 - (ii) Unless otherwise specified within this Agreement, all other matters pertaining to the maternity and parental leave shall be referenced against provincial legislation governing maternity and parental leave.
 - (iii) Parental Leave

To qualify, the Employee shall be either the father or the adoptive parent of a child. Upon at least four (4) weeks advance written request indicating the anticipated start and return to work dates, a leave of absence without pay or benefits and without loss of seniority shall be granted to a maximum of thirty-seven (37) weeks.
- (b) In the event that a pregnant Employee requires a leave of absence for medical reasons in the early stages of pregnancy the Employee may request further leave without pay and benefits as provided by the General Leave Article.
- (c) An Employee on Maternity or Parental leave may maintain her benefits by paying the full cost of the premiums (Employee and Employer portion) while on leave. An Employee who wishes to maintain benefits under this article shall make arrangements with the Employer for the full cost of the premiums prior to commencing her Maternity or Parental leave.

- (d) An Employee on Maternity or Parental leave must give the Employer at least four (4) weeks written notice of the date on which the employee intends to resume work and, in any event, must give notice no later than four (4) weeks before the end of the leave period to which the Employee is entitled to or four (4) weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier.
- (e) On return from Maternity or Parental leave, the Employee will be placed in her former regularly scheduled position, if it still exists. If the position no longer exists, such Employee will have access to the layoff and recall provisions as applicable within the Agreement.
- (f) Seniority and service will continue to accrue during the approved Maternity and Parental leave consistent with the Employee's rotation at the time the said leave commenced.

23.03

Bereavement Leave

- (a) In the event of a death in the immediate family of a Full-time or Part-time Employee, who has successfully completed their required probationary period, the Employer shall provide the following:
 - (i) Bereavement leave up to a maximum of three (3) consecutive working days with pay upon the death of a spouse, common-law spouse, fiancé, legal guardian, child, parent, or spouse's parent, step-parent, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, or grandchild.
 - (ii) If the Employee is required to travel in excess of three hundred (300) kilometres one (1) way to attend a funeral of a person referred to in paragraph (i) above, the Employee may request a maximum of an additional two (2) paid working days for said travel. Such time shall be granted at the sole discretion of the Director of Operations.
- (b) Upon request the Employer may extend bereavement leave in paragraph (a)(i) by up to two (2) additional days where extenuating circumstances warrant.
- (c) Upon request the employer may grant unpaid bereavement leave up to one (1) working day to attend the funeral of a close friend or relative not listed in paragraph (a)(i).

Any Employee taking leave under this Article may be required to provide, in a form acceptable to the Employer, proof of death or travel.

23.04

Jury or Crown Witness Duty

- (a) The Employer will pay an Employee her normal hourly earnings for the day(s) spent serving Jury Duty, provided proof of a subpoena for Jury Duty or proof of Jury service has been given to the Employer, and the Employee remits to the Employer the cheque she received from the Court for participating in Jury Duty or Jury Service.

- (b) An Employee subpoenaed by the Crown as a Witness will be paid her normal hourly earnings for time spent in Court, provided the Employee provides a copy of the Crown Subpoena to the Employer, and the Employee remits to the Employer the cheque she received from the Court for serving as a Crown Witness.

23.05 Education Leave

- (a) At its sole discretion, the Employer may upon written request of the Employee who has completed their probationary period, grant the Employee an unpaid leave of absence for the purpose of allowing an Employee to upgrade their education.
- (b) The general provisions regarding leave of absence in Article 23.01 apply to Education leaves of absence.

23.06 Compassionate Care Leave

- (a) The Employer recognizes the potential need for Employees to care for gravely ill or dying family members or other qualified persons.
- (b) Qualified person means a person in a relationship with the Employee for whom the Employee would be eligible to receive the compassionate care benefit under Employment Insurance legislation.
- (c) When a regular Employee who is required to care for a qualified person in the end stage of life, who is dying or at significant risk of death within six (6) months, the Employee shall be entitled to leave of absence without pay for a period of six (6) months. An Employee who wishes to maintain benefits under this Article shall make arrangements with the Employer for payment of the full cost of the premiums.
- (d) In order to qualify for leave under this provision, the Employee shall meet the eligibility requirements of the *Employment Insurance Act* and Regulations.
- (e) Employees may be required to submit to the Employer, proof demonstrating the need for compassionate care leave, in a form acceptable to the Employer.

23.07 Special Leave

If an Employee who has completed their probationary period is unable to report to work as the result of an urgent situation requiring the Employee's personal attention, the Employee shall inform the Employer with as much advance notice as possible and she shall use either sick leave, a day in lieu of a Named Holiday, banked overtime or an unpaid leave of absence for the hours not worked. Such absence from work shall not exceed four (4) working days per year.

23.08 Political Office

- (a) The Employer recognizes the right of an Employee to participate in public affairs. The Employer shall allow leave of absence without pay so that an Employee may be a candidate in federal, provincial or municipal elections.

- (b) Applications for a leave of absence shall be submitted in writing to the Employer as early as possible, but no less than two (2) weeks in advance of the intended start date of the leave of absence in order that staff substitutions may be arranged. Applications shall indicate the date of departure on leave and the date of return.
 - (c) Employees who are elected to public office shall be allowed leave of absence without pay for a maximum of one (1) term.
- 23.09 Clauses 23.03, 23.04, 23.05, 23.06, 23.07 and 23.08 shall not apply to Temporary or Casual Employees, or Full-time or Part-time Employees on a leave of absence, sick leave, off work on disability benefits, layoff or on Workers' Compensation Benefits.

ARTICLE 24

UNION REPRESENTATIVES LEAVE

- 24.01 Where it is necessary for a Union Member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave shall be with as much notice as possible and where possible two (2) weeks notice shall be provided.
- 24.02 The Employer shall not unreasonably withhold leave of absence for Employee's elected or appointed to represent the Union at Negotiations, Conventions, Workshops, Institutes, Seminars, Schools, or to attend meetings as a member of the Union's Provincial Executive Board or to attend to other business of the Union that may arise from time to time.
- 24.03 When leave to attend to Union Business has been approved, it shall be granted with pay. The Union agrees to reimburse the Employer for the actual salary and premiums the Employee would have received had she been at work plus an amount determined by the Employer to cover the cost of benefits.
- 24.04 When it becomes necessary at the request of an Employee, for a Union Steward to leave her job, for the purpose of grievances, investigations or to attend meetings with the Employer as a Steward, once approved by the Employer, the Steward shall suffer no loss of pay.
- 24.05 One (1) Employee may be elected to a Full-time position with the Union. The elected Employee shall be granted a leave of absence without pay and without loss of seniority. If permissible by the carriers, the Employee shall have the right to pay the full cost of benefits, including the Employers share during the period of such leave of absence.
- 24.06 The Employer shall grant up to three (3) Employees time off to meet the Union to prepare for negotiations or to meet with the Employer during contract negotiations. The time off shall be given as per Clause 24.03.

ARTICLE 25

TEMPORARY EMPLOYEES

- 25.01 A Temporary Employee shall be covered by the terms of this Collective Agreement with the exception of:
- (a) Article 26 (Layoff/Recall Procedure)
 - (b) Article 27 (Discipline and Dismissal)
- that are superseded and replaced by the following:
- 25.02
- (a) A Temporary Employee shall not have the right to grieve the termination of the term position.
 - (b) The Employer shall provide at least seven (7) calendar days written notice of termination of her term position.
 - (c) An Employee occupying a temporary position shall retain her seniority and shall not have the right to grieve placement pursuant to Article 11 when no longer required in that capacity.

ARTICLE 26

LAYOFF/RECALL PROCEDURE

- 26.01 When, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the workforce or reduction in regularly scheduled hours of work of a regular Employee, the Employer will notify Employees in writing who are to be laid off at least fourteen (14) calendar days prior to the date of the layoff, except that no notice is required where layoff results from emergency conditions or circumstances, including an act of God, fire, flood, or a work stoppage by Employees not covered by this Collective Agreement.
- 26.02 The Employer and the Union recognize the value of meeting prior to the layoff process occurring. The purpose of this meeting is to discuss how the process of the reduction will take place, review the current seniority list, and discuss other relevant factors the parties agree upon.
- 26.03 In determining the order of layoff, the Employer shall lay off Employees by position in reverse order of seniority provided that the remaining Employees have the qualifications to perform the available work satisfactorily.
- 26.04 No new Full-time or Part-time Employees will be hired while there are other Employees on layoff as long as laid off Employees have the qualifications, skills and ability to perform the work required and are available to do so.
- 26.05 Employees affected by layoff shall make prior arrangements for payment of the full premium of any applicable benefit plan. Failure to make arrangements for payment will result in termination of all benefits.

- 26.06 Other than the continuance of certain benefits as may be arranged under Clause 26.05 and the retention of seniority under Article 10 (Seniority), an Employee's right while on layoff shall be limited to the right to recall only as specified in Clauses 26.07 and 26.08.
- 26.07 Employees on layoff are responsible for informing the Employer of any change in address or telephone number which may be used to contact them for recall.
- 26.08 When recalling Employees on lay-off, recalls shall be carried out in order of seniority provided the Employee being recalled has the qualifications, skills and abilities to perform the required work satisfactorily.
- 26.09 Termination of Recall Rights
The employment of an employee shall be considered terminated when the Employee does not accept recall, or has not changed her status to casual prior to the layoff end date, or has been on layoff for twelve (12) months without being recalled.
- 26.10 Severance
Commencing on the date of ratification of this Agreement, in the event of layoff resulting in permanent reductions of regular Employees, severance pay shall be granted in accordance with the following severance schedule:
- | | | |
|-----------------------------------|---|------------------------|
| Service between 3 months & 1 year | – | 1 weeks severance pay |
| Service between 1 year & 2 years | – | 2 weeks severance pay |
| Service between 2 years & 4 years | – | 3 weeks severance pay |
| Service between 4 years & 6 years | – | 6 weeks severance pay |
| Service between 6 years & 8 years | – | 8 weeks severance pay |
| Service greater than 8 years | – | 10 weeks severance pay |
- 26.11 Casual and Temporary Employees
This Article shall have no application to Casual and Temporary Employees.

ARTICLE 27

DISCIPLINE AND DISMISSAL

- 27.01 Except for the dismissal of an Employee serving a probation period, no Employee shall be dismissed without just cause.
- 27.02 The Employer shall schedule a disciplinary discussion with the Employee by giving advance notice, which shall not be less than twenty-four (24) hours. An Employee shall have the right to Union representation during a disciplinary meeting with the Employer. An Employee shall have the right to waive the right to Union representation if she wishes.
- 27.03 When disciplinary action is taken against an Employee, the Employee and the Union shall be informed in writing as to the reason(s) for such action.

- 27.04 The Employee shall be given opportunity to sign any written notice of discipline, for the sole purpose of indicating that she is aware of the disciplinary notice.
- 27.05 An Employee who has been subject to disciplinary action pursuant to Clause 27.01 may, subject to the following time periods set out below, request in writing that her personnel file be cleared of the record of the disciplinary action.
- (a) For discipline excluding suspensions, after eighteen (18) months of active employment exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.
 - (b) For discipline involving suspensions, after twenty-four (24) months of continuous service exclusive of unpaid leaves of absence from the date the disciplinary action was invoked.
- Such request shall be granted provided the Employee's personnel file does not contain any further record of disciplinary action during the applicable time period set out in (a) and (b) above. The Employer shall confirm in writing to an Employee who requests and who is eligible to have her personnel file cleared that such action has been effected.
- 27.06 When an Employee has grieved a disciplinary action and a designated officer of the Employer has either allowed the grievance or reduced the penalty levied against the Employee, the personnel file of the Employee shall be amended to reflect this action provided this action results in the abandonment of the grievance.
- 27.07 Once a year, or if the Employee has commenced grievance proceedings under Article 29, the Employee may:
- (a) Upon not less than three (3) working days notice, Employees and their representative(s), upon written authorization of the Employee, shall have reasonable access to their employment file and shall on request be provided with copies of materials contained in the employment file, which shall be corrected if inaccurate.
 - (b) Where an Employee has requested the entire contents of the file for reasons other than a grievance, the Employer shall be entitled to charge a reasonable fee for copying.
- 27.08 In the event an Employee is reported to her licensing body by the Employer, the Employee shall be so advised and unless otherwise requested, a written copy or all information provided to the licensing body regarding an incident shall be provided to the Employee and forwarded to the Union.

ARTICLE 28

OCCUPATIONAL HEALTH AND SAFETY

- 28.01 The Occupational Health and Safety(OH&S) Committee shall consider matters of Occupational Health and Safety.

- 28.02 The OH&S Committee shall be composed of representatives of the Employer and representatives of the Union and the Union shall have the right to designate two members of the bargaining unit as members of the OH&S Committee.
- 28.03 The OH&S Committee shall meet at least four (4) times per year, or more frequently if required and mutually agreed to by the Employer and the Union, at a mutually acceptable hour and date.
- 28.04 The Basic Rate of Pay will be paid to Employees for time spent in attendance at an official meeting of the OH&S Committee.
- 28.05 The terms of reference of the OH&S Committee will be decided jointly by the committee representatives.

ARTICLE 29

EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE

- 29.01 An Employee-Management Advisory Committee (EMAC) shall be established. The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees relative to resident care and other matter related to employment, not covered within the Collective Agreement.
- 29.02 The Union Chapter Chair Person shall provide the names of up to four (4) elected Employees and the Employer shall provide the names of up to four (4) appointed representatives to sit on the EMAC in Clause 29.01.
- 29.03 The Employee shall be paid her basic rate of pay for attendance at EMAC meetings.
- 29.04 The terms of reference of the EMAC will be decided jointly by the committee representatives and shall include the frequency of the meetings.

ARTICLE 30

GRIEVANCE PROCEDURE

- 30.01 A grievance shall be defined as any difference concerning the interpretation, application, operation or alleged violation of this Agreement, and shall be handled in the following manner:

Step 1

Any grievance that an Employee may have shall first be taken up informally between the Employee and their supervisor with or without a representative of the Union.

Step 2

- (a) Failing settlement at Step 1, the Employee and the Union Representative shall submit the grievance in writing to the Director of Operations, or their designate within ten (10) days of the occurrence of the incident causing the grievance, or the time the Employee should have first become aware of the incident causing the grievance.

- (b) The grievance must be presented in writing and signed by the Union and a representative of the Union, and must contain:
 - (i) full particulars of the facts giving rise to the grievance;
 - (ii) the provision(s) of the Agreement considered; and
 - (iii) the particulars of the remedy sought.
- (c) The Union or the Employee may, by notice in writing to the Director of Operations, withdraw their grievance at any stage of this grievance procedure.
- (d) The aggrieved Employee, unless otherwise mutually agreed to by the parties, shall meet with the Director of Operations or their designate within ten (10) days of the submission of the grievance in writing unless otherwise mutually agreed to by the parties.
- (e) The Director of Operations (or designate) shall reply within ten (10) days of the grievance meeting.
- (f) If the grievance is not satisfactorily resolved at Step 2, the grievance may be referred to Step 3.

Step 3

If the grievance is not resolved under Step 2 above, the Union or Employee may, within ten (10) days of receipt of the written decision of the President (or designate), submit the grievance in writing, specifying the nature of the grievance and redress sought, to the President (or designate) who shall render a decision in writing to the Union within ten (10) days of receipt of the grievance.

Step 4 - Arbitration

- (a) If the grievance is not satisfactorily resolved at Step 3, the Union may referred the grievance to Arbitration by notice in writing to the President (or designate) within ten (10) days after the President (or designate) replies in Step 3.
- (b) The notice of intent to refer the grievance to arbitration shall contain the name, address and business phone number of the Union's nominee to the Board of Arbitration.
- (c) The President (or designate) shall, within ten (10) days of receipt of the notice of intent to arbitrate, advise the Union of the name, address and business phone number of its nominee to the Board of Arbitration.
- (d) The two nominees shall, within ten (10) days of the appointment of the Employee's nominee appoint a third person who shall be the Chairman. If the Union and Employer nominees fail to agree upon a Chairman within the time limit (or such longer period of time as may be mutually agreed) then the Director of Mediation Services may be requested by either party to appoint a qualified person to act as Chairman.

- (e) The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement or make any decision which would alter, modify, amend, add to, or subtract from any part of this Agreement. The Arbitration Board shall not adjudicate any matter not specifically grieved in the grievance.
 - (f) The decision of the majority of the Arbitration Board shall be the decision of the Board, but if there is no majority decision, the decision of the Chairman shall govern. The decision shall be final and binding upon both parties. Each party shall bear the expenses of their nominee and the expenses of the Chairman shall be shared equally.
- 30.02 The Union or the Employer may file a policy grievance in appropriate circumstances. A policy grievance shall not be brought with respect to matters capable of being filed as individual grievances or in respect to remedies or relief that effect individual Employees. A policy grievance shall be initiated in writing at Step 2 of the grievance procedure within ten (10) days of notice of the act causing the grievance.
- 30.03 For the purposes of this Article, the time limits referred to herein shall be working days Monday to Friday, exclusive of Named Holidays. By mutual agreement of the Employer and the Union, the time limits specified in this Article may be extended at any Step.
- 30.04 Should the Employee or the Union fail to comply with any of the time limits specified in this Article, the grievance shall be considered to be abandoned.
- 30.05 A grievance at Step 4 may, upon agreement of both parties, be submitted to a single Arbitrator.
- 30.06 A grievance may, upon agreement of both parties, be submitted to Mediation for possible resolution before accessing the Arbitration process as explained in Step (4) of the Grievance procedure as follows:
 - (a) Either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
 - (b) The Mediator shall be appointed by mutual agreement between the parties.
 - (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged and will not be used for any other purpose.
 - (d) The expenses of the Mediator shall be equally borne by both parties.
 - (e) The grievance may be resolved by mutual agreement between the parties.

30.07

Communication

- (a) Any notice which the Employer or members of its administrative staff are required to provide the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the Union Representative.
- (b) Any notice which the Union is required to provide to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Director of Operations or their designate.

ARTICLE 31

PROFESSIONAL FEES

31.01

An Employee shall be eligible for reimbursement of dues paid to her Professional College, to a maximum of two hundred and fifty dollars (\$250.00), if:

- (a) At the beginning of her next registration year, she has an active registration in her Professional College, and requires such active registration to perform her duties; and
- (b) She has accumulated a minimum of eight hundred and seventy-five (875) hours actually worked in the previous fiscal year.

ARTICLE 32

POSITION

32.01

Employees holding Positions, which fall within the Bargaining Unit, shall be provided with a job description.

32.02

New Positions included in this Collective Agreement may be established by the Employer during the life of this Agreement. Basic hourly rates of pay for such new Positions shall be negotiated with the Union. If negotiations fail to produce an agreement, then the basic hourly rates of pay shall be settled by arbitration in accordance with Article 30 of this Collective Agreement.

ARTICLE 33

PAYMENT OF WAGES

33.01

The basic hourly rates of pay as set out in Schedule "A" shall be applicable to all Employees covered by this Collective Agreement.

33.02

All Employees shall be paid on a biweekly basis, and each Employee shall be provided with an itemized statement of earnings and deductions.

33.03

The Employees statement of earnings will include the amount of Employees Vacation accrued, Banked Overtime, Banked Stats and Sick Leave accrued.

ARTICLE 34

IN-SERVICE PROGRAMS, PROFESSIONAL DEVELOPMENT

- 34.01 The Parties to this Collective Agreement recognize the value of continuing in-service education for Employees and that the responsibility for such continuing education lies, not only with the individual, but also with the Employer.
- 34.02 The Employer reserves the right to identify specific in-service sessions as being compulsory for Employee groups and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.
- 34.03 An Employee who is required by the Employer to attend education programs shall be entitled to required course materials and registration fees.
- 34.04 Licensed Practical Nurses who are required to attend professional development for the purpose of maintaining their license, shall by mutual agreement be entitled to required course materials, registration fees and pay at the applicable rate.

ARTICLE 35

REGISTERED RETIREMENT SAVINGS PLAN

- 35.01 The Employer shall establish a Group Registered Retirement Savings Plan (RRSP) policy for implementation by April 1, 2017. Participation in the group plan shall be voluntary. The Employer will discuss with the Union the details of the Group RRSP policy and plan prior to December 31, 2016. The Employer will provide the details of the Group RRSP policy and plan to Employees by Jan 31, 2017.
- 35.02 All current and new Full-Time and Part-Time Employees with a .60 FTE or greater who have completed the twelve (12) months of service shall have the option of enrolling in the Group Registered Retirement Savings Plan by providing written notice of their intent to participate.
- 35.03 Contributions
 - (a) Each Employee who opts into the Group RRSP will be required to make bi-weekly contributions of twenty-five dollars (\$25.00), which will be matched on a dollar for dollar basis by the Employer.
 - (b) For Employees with five (5) years of service with the Employer or more, the Employee will have the option to increase the bi-weekly contributions to a maximum of thirty-five dollars (\$35.00), which will be matched on a dollar for dollar basis by the Employer.
 - (c) Years of Service with the Employer will be calculated based on the Employees start date with the Employer.

COPPER SKY LODGE

WAGE GRID

Site Name:	Copper Sky Lodge				Wage Grid			
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Admin Assistants								
<i>April 1, 2016 - Grid (2% Increase)</i>	\$18.57	\$19.01	\$19.47	\$19.93				
<i>April 1, 2017 - Grid (2% Increase)</i>	\$18.95	\$19.39	\$19.86	\$20.33				
<i>April 1, 2018 - Grid (2.25% Increase)</i>	\$19.38	\$19.83	\$20.31	\$20.79				
Cook								
<i>April 1, 2016 - Grid (2% Increase)</i>	\$22.85	\$23.26	\$23.66	\$24.07				
<i>April 1, 2017 - Grid (2% Increase)</i>	\$23.30	\$23.72	\$24.14	\$24.55				
<i>April 1, 2018 - Grid (2.25% Increase)</i>	\$23.82	\$24.25	\$24.68	\$25.10				
Cook Assistant								
<i>April 1, 2016 - Grid (2% Increase)</i>	\$18.85	\$19.32	\$19.80	\$20.30				
<i>April 1, 2017 - Grid (2% Increase)</i>	\$19.23	\$19.71	\$20.19	\$20.70				
<i>April 1, 2018 - Grid (2.25% Increase)</i>	\$19.66	\$20.15	\$20.65	\$21.17				
FSA								
<i>April 1, 2016 - Grid (2% Increase)</i>	\$14.86	\$15.27	\$15.69	\$16.12				
<i>April 1, 2017 - Grid (2% Increase)</i>	\$15.16	\$15.57	\$16.00	\$16.44				
<i>April 1, 2018 - Grid (2.25% Increase)</i>	\$15.50	\$15.93	\$16.36	\$16.81				
HSKP								
<i>April 1, 2016 - Grid (2% Increase)</i>	\$15.35	\$15.79	\$16.24	\$16.70				
<i>April 1, 2017 - Grid (2% Increase)</i>	\$15.66	\$16.11	\$16.56	\$17.03				
<i>April 1, 2018 - Grid (2.25% Increase)</i>	\$16.01	\$16.47	\$16.94	\$17.41				

REC Assist

April 1, 2016 - Grid (2% Increase) \$19.42 \$19.85 \$20.31 \$20.77

April 1, 2017 - Grid (2% Increase) \$19.81 \$20.25 \$20.71 \$21.18

April 1, 2018 - Grid (2.25% Increase) \$20.26 \$20.70 \$21.18 \$21.66

Maintenance 1

April 1, 2016 - Grid (2% Increase) \$20.56 \$20.87 \$21.19 \$21.50

April 1, 2017 - Grid (2% Increase) \$20.97 \$21.29 \$21.61 \$21.93

April 1, 2018 - Grid (2.25% Increase) \$21.44 \$21.77 \$22.10 \$22.43

HCA/RA

April 1, 2016 - Grid (2% Increase) \$19.70 \$20.19 \$20.71 \$21.23 \$21.74 \$22.28 \$22.85 \$23.42

April 1, 2017 - Grid (2% Increase) \$20.09 \$20.59 \$21.12 \$21.65 \$22.17 \$22.72 \$23.30 \$23.89

April 1, 2018 - Grid (2.25% Increase) \$20.54 \$21.05 \$21.60 \$22.14 \$22.67 \$23.23 \$23.82 \$24.43

LPN

April 1, 2016 - Grid (2% Increase) \$26.06 \$26.58 \$27.64 \$28.75 \$29.82 \$30.95 \$32.48

April 1, 2017 - Grid (2% Increase) \$26.58 \$27.11 \$28.19 \$29.33 \$30.42 \$31.57 \$33.13

April 1, 2018 - Grid (2.25% Increase) \$27.18 \$27.72 \$28.83 \$29.99 \$31.11 \$32.28 \$33.87

IN WITNESS HEREOF the parties have executed this Collective Agreement by affixing hereto the signatures of their duly authorized officers in that behalf.

Signed this 26th day of October, 2016.

Lily Bérubé
Witness

Phil Gaudet
Phil Gaudet
Choices in Community Living Inc.
Copper Sky Lodge

K Cherry
Witness

G Smith
Guy Smith
President