

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HCN – Revera Lessee (The Churchill) L.P.**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES  
LOCAL 047 CHAPTER 007**

**EXPIRES DECEMBER 31, 2016**

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## PURPOSE AND PREAMBLE

Agreeing that each resident is a unique individual whose diverse needs are met within a friendly and caring atmosphere. The Churchill Retirement Community will remain an oasis of kindness with a warm sense of family and community in which to support our residents.

It is the mutual desire and intent of the Parties to:

- (i) Ensure the provision of the best possible service and quality resident care, by providing quality care that is holistic, providing for the physical, emotional and social needs in a loving environment;
- (ii) Protect the interests of residents, Employees and the Community;
- (iii) Maintain harmonious relations between the Employer and the Union;
- (iv) Recognize the mutual value of joint discussions and negotiations in all matters of mutual concern to the Parties;
- (v) Enter into a Collective Agreement setting forth rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1

TERM OF COLLECTIVE AGREEMENT

- 1.01 Except where otherwise stated in this Collective Agreement, this Agreement, including appendices hereto unless altered by mutual consent of both Parties hereto, shall be in force and effect from January 1, 2014 up to and including December 31, 2016 and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either Party to the other Party during the period between sixty (60) and one hundred and twenty (120) days prior to its expiration.
- 1.02 Where notice is served by either Party to commence collective bargaining, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed.
- 1.03 In the event that any law passed by the Government of Alberta, or Canada renders null and void any provisions of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- 1.04 The parties agree there will be no strikes or lockouts while this Collective Agreement is in effect.
- 1.05 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:

Executive Director  
HCN - Revera Lessee (The Churchill) LP.  
10015 103rd Ave  
Edmonton, AB T5J 0H1

and in the case of the Union to:

President  
Alberta Union of Provincial Employees  
10451 - 170 Street NW  
Edmonton, AB T5P 4S7

## ARTICLE 2

### DEFINITIONS

- 2.01 "Code" means Labour Relations Code, as amended from time to time.
- 2.02 "Arbitration" shall take meaning from the appropriate section of the Code dealing with the resolution of a dispute or difference.
- 2.03 "Union" shall mean the Alberta Union of Provincial Employees (AUPE). In the event of a change of name of the aforementioned Union, the subsequent name shall be recognized.
- 2.04 "Basic Rate of Pay" shall mean the incremental step in the Salaries Appendix applicable to an Employee in accordance with the term of this Collective Agreement, exclusive of all premium payments.
- 2.05 "Continuous Employment" shall mean the period of uninterrupted employment within the Bargaining Unit.
- 2.06 "Employee" shall mean a person covered by this Collective Agreement and employed by the Employer. At the time of hire the employment status of each Employee shall be determined in accordance with the following:
- (a) "Regular Employee" is one who works on a Full-time or Part-time basis on regularly scheduled shifts of continuing nature.
    - (i) "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;
    - (ii) "Part-time Employee" is one who is regularly scheduled for less than the regular hours specified in the Hours of Work Article of this Collective Agreement.
  - (b) "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.
  - (c) "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; 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.

Alteration of employment status thereafter will be regulated by the terms of this Collective Agreement.

- 2.07 "Employer" shall mean and include such officers as may from time to time be appointed, or designated to carry out administrative duties in respect of the operation and management of the Churchill Retirement Community.
- 2.08 "Facility" means the care facility named as "Employer" in this Collective Agreement.
- 2.09 "Practice Permits/Registration" shall take meaning from the *Health Professions Act R.S.A 2000, c.H-7* as amended. Registration is not membership in the Union.
- 2.10 "Licensed Practical Nurse" shall mean an Employee who is entitled to the designation of Licensed Practical Nurse pursuant to the *Health Professions Act*, as amended, and is a member in good standing of the College of Licensed Practical Nurses of Alberta (CLPNA), A Licensed Practical Nurse shall replace a Licensed Practical Nurse who is unavailable for work.
- 2.11 "Shift" shall mean a daily tour of duty exclusive of overtime hours.
  - (a) "Shift Cycle" means the period of time when the shift schedule repeats itself. Where the shift schedule does not repeat itself, the term "Shift Cycle" shall be understood to mean a period of time not exceeding four (4) weeks.
  - (b) "Shift Pattern" means days and/or evenings and/or night shifts.
- 2.12 "Month" is the period of time between the date in one month and the preceding date in the following month.
- 2.13 "Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee.

- 2.14 "Local" means the Local of AUPE.
- 2.15 "Week" or "Block of Shifts" means a period of seven (7) successive days beginning with Monday at 0001 hours.
- 2.16 "Shall" shall be interpreted to be mandatory rather than directory.
- 2.17 "Bargaining Unit" shall mean the unit of Employees as described on the Labour Relations Board Certificate.
- 2.18 "Position" shall mean:
- (a) the Employee status
  - (b) the classification
  - (c) the number of scheduled bi-weekly hours
- 2.19 "Status" shall mean either Full-time or Part-time or temporary or Casual as defined above.
- 2.20 "Classification" shall mean job title and pay scale established for the job title.
- 2.21 "Parties" shall mean AUPE and the Churchill Retirement Community.

### ARTICLE 3

#### RECOGNITION AND APPLICATION

- 3.01 (a) The Employer recognizes the Union as the sole bargaining agent as described in the certificate issued pursuant to the Code.
- (b) The Employer acknowledges that the Union has exclusive authority to bargain collectively on behalf of the Employees in the unit for which it is certified and to bind them by a Collective Agreement.
- 3.02 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 under the provisions of the Labour Relations Code (LRC).



- 3.03 Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work, except for purposes of instruction, in an emergency, or due to unforeseen short term circumstances, and provided that the act of performing the aforementioned work does not displace any bargaining unit Employee or reduce the hours of work or pay of any Employee. An emergency is defined as any unexpected situation that arises that prohibits the Employer from providing the normal standard of service or endangers the wellbeing of the residents.
- 3.04 No Employee shall be required or permitted to make any written or verbal agreement, which may be in conflict with this Agreement.
- (a) For the purposes of this Collective Agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's names.
  - (b) The Employer shall grant Union Representatives access to its premises for Union business subject to notification of the Executive Director or her designate.
  - (c) Union membership meetings may be held on Employer premises subject to the approval of the Employer.
- 3.05 All correspondence between the Parties shall flow 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.
- 3.06
- (a) The Employer shall advise new Employees of the fact that a Collective Agreement is in effect. Employees shall be given a Union orientation of not more than fifteen (15) minutes by the Union on the Employer's time.
  - (b) An Employee shall have the right to wear the Union apparel/lapel pin/button during working hours.
- 3.07 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 Employer or at the Union Orientation. The printing of the Collective Agreements will be processed at AUPE Headquarters.

- 3.08 The Employer shall provide an exclusive bulletin board(s) to be placed in reasonably accessible locations upon which designated space shall be provided where the Union may be permitted to post notices of meetings and other such notices, which may be of interest to Employees.
- 3.09 Application of the Collective Agreement
- In the event any provision of this Collective Agreement is in conflict with any present or future statute of the Province of Alberta applicable to the Employer, the section so affected shall be altered or amended forthwith in a manner agreeable to both parties so as to incorporate required changes. Such action shall not affect any other provisions of this Collective Agreement.
- 3.10 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.
- 3.11 Where a conflict exists between a provision contained in this Collective Agreement and the subject matter is covered by the Employer's policies, regulations, guidelines or directives, the Collective Agreement shall apply.
- 3.12 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 MEMBERSHIP AND UNION DUES

- 4.01 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;
  - (c) to voluntary membership in the Union.
- 4.02 All Employees shall be required to pay Union Dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union Dues as set by the Union from time to time from the pay of all Employees.

- 4.03 (a) The Employer shall remit Union Dues deducted from the pay of all Employees to the Union on a monthly basis no later than fifteen (15) days in to the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deduction remitted shall be accompanied by a list specifying the following:
- (i) the Employee's name;
  - (ii) identification number;
  - (iii) the amount of deduction for each Employee;
  - (iv) the amount of the Employee's monthly earnings.
- (b) Additionally, the Employer shall supply to the Union, on April 1st of each year, a report from the Employer's records including the following Employee information:
- (i) contact information including mailing address and home phone number;
  - (ii) classification;
  - (iii) commencement date and seniority;
  - (iv) hourly rate of pay; and
  - (v) Employee type (permanent, temporary, casual, full time, part time).
- (c) The Employer shall supply to the Union, not less than monthly, the names and contact information for each new Employee.
- 4.04 The dues structure of the Union shall be on a percentage basis and the Union shall give not less than thirty (30) days notice of any change in the rate at which dues are to be deducted. Any change in the amount of deductions shall be implemented by the Employer at the next possible pay period following expiry of the notice period.
- 4.05 The Employer will indicate the dues deducted and enter the amount on the T-4 slips supplied to the Employee.

## ARTICLE 5

### MANAGEMENT RIGHTS

5.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and shall remain solely with the Employer unless modified by the express terms of this agreement and, without limiting the generality of the foregoing; it is the exclusive function of the Employer:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the facility;
- (b) To maintain order, discipline, and efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
- (c) To hire, transfer, lay-off, recall, promote, classify, assign duties, establish standards of performance, discharge, suspend or otherwise discipline Employees for just cause, provided that a claim of discriminatory transfer, promotion or a claim that an Employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (d) To have the right to plan, direct, schedule and control the work of the Employees and the operations of the Employer. This includes the right to introduce new and improved methods and equipment;
- (e) These rights shall be exercised in a manner consistent with this Agreement. The company agrees to act reasonably in the interpretation and application of the Collective Agreement as a whole.

## ARTICLE 6

### NO DISCRIMINATION / NO HARASSMENT

6.01 (a) 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 preference, marital status, physical or mental disability,

- (b) nor by reason of membership or non-membership or activity in the Union
- (c) nor in respect of an Employee's or Employer's exercising any right conferred under this Collective Agreement or any law of Canada or Alberta.

6.02 The Union and the 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.

6.03 The Parties recognize the requirement for respect and dignity for all persons (residents and Employees) supporting a policy of zero tolerance for violence and abuse in the workplace.

6.04 The Employer's investigation procedure will not limit an Employee's right to seek redress through any other available procedure including:

- (a) Grievance procedure; and
- (b) Alberta Human Rights Commission.

## ARTICLE 7

### EDUCATION PROGRAMS

7.01 (a) The Parties to this Agreement recognize the value of continuing education including staff training, professional development and in-service education for Employees and that the responsibility for such continuing education lies not only with the individual, but also with the Employer.

The term "in-service" includes: orientation, acquisition and maintenance of essential skills and other programs, which may be offered by the Employer.

(b) Employees who, with the prior approval of their Supervisor, attend an in-service or staff training or professional development program shall not suffer a loss of pay for such attendance. An Employee who is required to attend a training course or seminar, shall be paid at straight time for attendance at such a meeting.

- (c) The Employer's staff training and development policy governing in-service programs will include mandatory elements, as modified from time-to-time, and may include, but will not be limited to the following:
- (i) emergency preparedness (including fire, evacuation and disaster procedures);
  - (ii) CPR and First Aid Training (when established by the Employer as a mandatory qualification);
  - (iii) Occupational Health & Safety matters and prevention of personal injury;
  - (iv) prevention of resident abuse, *Protection for Persons in Care* legislation and regulations; privacy and client confidentiality;
  - (v) dementia care training, prevention and management of staff abuse;
  - (vi) resident's rights and customer service;
  - (vii) Workplace Hazardous Materials Information System (WHMIS).

## ARTICLE 8

### PROBATIONARY PERIOD AND ORIENTATION

8.01 Each Employee shall first serve a single probationary period of four hundred and fifty (450) hours worked. In the case of Part-time or Temporary Employees who upon completion of six (6) calendar months of employment and who have not completed four hundred and fifty (450) hours, their probationary period shall be deemed to have been completed. Casual Employees shall serve a single probationary period of four hundred and fifty (450) hours worked. The Employer shall provide written notice of completion of the Probation Period.

If a Probationary Employee is unsatisfactory in the opinion of the Employer, such Employee may be dismissed or her employment terminated, in writing, at any time during the probationary period without cause, and such dismissal or termination of employment shall be subject to appeal through the grievance procedure but shall not be subject to arbitration. The parties acknowledge that the probationary period affords the Employer an opportunity to assess the Employee and that a lesser standard will apply to the release of an Employee during the probationary period than that which applies to the discharge of an Employee who has attained seniority.

- 8.02 By mutual agreement in writing between the Union and the Employer, the probationary period may be extended up to a maximum of one hundred and fifty (150) hours worked. During the extended period, and if in the opinion of the Employer, the Employee is found to be unsatisfactory, such Employee may be dismissed or her employment terminated, in writing at any time during the extended period without cause. Such dismissal or termination of employment shall not be subject to the arbitration procedure.
- 8.03 The Employer shall provide a performance appraisal of each probationary Employee at least once during her probationary period.
- 8.04 The Employer shall provide a paid orientation for all Employees, including:
- (a) orientation for each shift pattern (days, and/or evenings, and/or nights) that the Employer assigns the Employee to work;
  - (b) an orientation to the site and/or Employer organization; and
  - (c) an Employee's request for up to three (3) paid orientation shifts under guidance or supervision in resident care shall not be unreasonably denied. The orientation period may be extended to five (5) shifts at the Employer's discretion.

## ARTICLE 9

### SENIORITY

- 9.01 (a) The seniority date of all Regular Employees shall be the date upon which the Regular Employee commenced in the bargaining unit, including all prior periods of uninterrupted service as a Casual, Temporary, or Regular Employee.

- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 9.01(a).

9.02 Seniority shall be considered in determining:

- (a) preference of vacation time;
- (b) layoffs and recalls, subject to the provisions specified in Layoff and Recall Article;
- (c) promotions, transfers, and in filling all vacancies within the bargaining unit subject to the provisions specified in the Appointments, Vacancies and Promotions Article.
- (d) scheduling of shift blocks. A shift block is defined as five (5) or more days;
- (e) distribution and allocation of additional hours of work for Part-time Employees who have designated in writing their availability.

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

- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twelve (12) months following the date of initial layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work when recalled, as provided in the Layoff and Recall Article.

9.04 Seniority lists shall be provided by the Employer to the Union three (3) times per year and when Employees have been served notice pursuant to the provisions of Article 24. The Employer shall also post a copy of the seniority list on the joint bulletin board provided. The seniority list shall contain the name of each Regular Employee, their status, their date of hire, department(s) and the total number of paid hours;

9.05 Employees will have thirty (30) calendar days from the date of posting such list to bring to the attention of the Employer any discrepancies in the seniority list and the Employer will provide the Employee with the information necessary to establish accurate seniority.



ARTICLE 10

APPOINTMENTS, VACANCIES AND PROMOTIONS

10.01 When a new position is created or when a vacancy occurs, which the Employer intends to fill, in any classification covered by this Collective Agreement:

The Employer shall post notices of all vacancies not less than seven (7) calendar days in advance of filling the vacancy.

The posting shall contain the following information:

- (a) qualifications and/or competencies as required;
- (b) employment status (Regular, Temporary, Casual);
- (c) classification and hours bi-weekly;
- (d) range of rate of pay;
- (e) if temporary, the anticipated duration of such position.

Also, for information purposes only, a notice of vacancy shall specify the number of hours per shift, Shift Pattern and the Shift Cycle.

All applications for job postings shall be made in writing to the contact person designated on the posting.

10.02 A copy of all job postings shall be forwarded to the Union and the Union shall be advised of all successful candidates.

10.03 (a) When filling vacancies, the determining factors shall be job related skills, training, knowledge, ability and experience, and where those factors are considered by the Employer to be equal, seniority shall be the deciding factor.

(b) For vacancies within the bargaining unit the Employer shall give first consideration to applicants who are members of the bargaining unit before considering applicants from outside the bargaining unit.

10.04 When the posting process is completed and the position is awarded, notice of the award will be posted within five (5) working days of the decision with a copy to the Union.

10.05 A Regular Employee who applies for and is successful on a temporary posting shall maintain her status as a Regular Employee. A Casual Employee who applies for and is successful for a temporary position shall receive all entitlements and benefits applicable to a Temporary Employee. At the completion of the temporary term, the Regular Employee shall return to her former position. At the completion of her temporary term, the Casual Employee shall resume the normal terms and conditions of employment applicable to a Casual Employee.

An Employee who is successful in a temporary job posting will not be allowed to apply for another temporary position, unless the position posted commences after the expiry of the current term.

10.06 The foregoing provisions shall be waived by the Parties and deemed inoperative when placement of an Employee in a job is effected to accommodate the medical condition of an Employee for a physical or mental disability, to accommodate a request by the Workers' Compensation Board or the underwriters of the long-term disability income insurance plan. The purpose of the waiver is to provide a period of rehabilitative work experience or vocational rehabilitation.

## ARTICLE 11

### HOURS OF WORK

11.01 The hours and days in this article are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of hours of work.

11.02 Regular daily hours of work shall be seven and one-half (7.5) hours per day, exclusive of meal breaks. Shifts of shorter duration may be scheduled depending on the needs of the residence with no shifts less than three (3) hours.

11.03 The work period shall consist of seventy-five (75) hours per bi-weekly period.

11.04 This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by agreement between the Union, Employee and Employer.

11.05 Rest periods shall consist of fifteen (15) minutes, paid time.

Meal periods shall consist of thirty (30) minutes unpaid time.

SHIFT DURATION	MEAL PERIOD	REST PERIOD
5 to 6 hours	1	1
6 hours to 7.5 hours	1	2
At 7.5 hours	1	2

- (a) The unpaid meal break shall be granted to all Employees at approximately the midpoint of each shift, where practical.
- (b) If an Employee is recalled to duty during her paid rest break, she shall be given a full paid rest break later in her shift, or, where that is not possible, be paid for the break at one point five times (1.5X) her basic rate of pay.
- (c) If an Employee is required to work or is recalled to duty during her meal break, compensating time off for the full meal break shall be provided later in the shift, or she shall be paid at one point five times (1.5X) the basic rate of pay for the full meal break.
- (d) If the Employer requires an Employee to be readily available for duty during her meal break, she shall be so designated in advance and be paid for that meal break at her basic rate of pay.

#### SHIFT SCHEDULES

- 11.06 (a) The shift schedules will be posted on the notice board, at least four (4) weeks prior to the effective date of the schedule. When a change is made in the shift schedule by the Employer, the Employee shall be informed and when the change is made with less than three (3) calendar days notice the Employee shall be paid at time and one half (1.5X) their rate of pay for the first shift of the changed shift schedule. In the event of an act of God or emergency such as fire, flood or other circumstances beyond the control of the Employer, the three (3) day notice period will not apply.

- (b) (i) A Regular Part-time Employee may submit in writing her willingness to pick up additional shifts. The Employer may schedule Part-time Employees, who have given their request in writing, for additional shifts with the consent of the Part-time Employee.
- (ii) Opportunity to work addition hours of work shall be made available first to Part-time Employees who are senior, available and have requested additional hours of work and then to Casual Employees on a fair rotational basis.

SHIFT EXCHANGE

- 11.07 (a) Employees may exchange shifts among themselves, provided that:
    - (i) The exchange is agreed to, in writing, between the affected Employees; and
    - (ii) prior approval of such exchange has been given by the Employee's immediate supervisor.
  - (b) The request shall be in writing, the Employer shall initial such request and provide a copy to the Employee.
  - (c) Such exchanges shall be recorded on the shift schedule.
  - (d) Such exchange shall not be deemed a violation of provisions of this Collective Agreement.
  - (e) No exchanged shift shall be unreasonably denied.
  - (f) Requests for specific days off without pay shall be submitted in writing to a Supervisor one (1) week prior to the posting of each schedule.
- 11.08 In any event it is understood that such change initiated by the Employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by an Employee under the terms of this agreement.
- 11.09 The Employer shall arrange shift schedules among the Employees who perform the work involved such that an Employee is not scheduled to work for more than six (6) consecutive days without receiving at least two (2) consecutive days off per week averaged over one work cycle of not more than fourteen (14) calendar days.

The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed with the Employees affected and any such change will be submitted to the Union.

- 11.10 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be entirely within the calendar day in which the majority of hours fall regardless of what calendar day and part of such shift was actually worked. Employees shall be aware that, in the course of their regular duties, they may be required to work on various shifts throughout the twenty-four (24) hour period of the day and seven (7) days of the week. The first shift of the working day shall fall between 2300 and 0700 hours.
- 11.11 There shall be no split shifts unless mutually agreed between the Employer, the Employee and the Union.
- 11.12 At least eight (8) hours time off shall be scheduled between shifts or changeover of shifts. An Employee, who is scheduled to work within eight (8) hours after a scheduled shift or change over shifts, shall receive overtime rates of pay for all hours worked within such eight (8) hour period. A shorter period of time between shifts or changeover of shifts may be scheduled by mutual consent between the Employer, the Union and the Employees.
- 11.13 Any Employee who reports for work, as requested, or scheduled, and is sent home for any reason other than disciplinary, shall be paid for three (3) hours at the Employee's regular rate of pay.
- 11.14 On the day fixed by proclamation, in accordance with the Daylight Savings Time Act, for 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 Savings Time, the resultant reduction of one (1) hour in the shift involved shall be effected with the appropriate deduction in regular earnings.
- 11.15 Standby or On-Call Duty
- A Regular Employee who is called back and required to return to work outside of her regular hours shall be paid for any one (1) call at either:
- (a) the overtime rate as specified in Article 12, or
  - (b) three (3) hours at the basic rate of pay; whichever is greater.

ARTICLE 12

OVERTIME

12.01 Overtime Defined

Overtime shall be paid for all hours scheduled and worked in excess of seven and one half (7.5) hours in a day or seventy-five (75) hours bi-weekly per pay period at the rate of one and one half (1 1/2X) times the Employee's regular rate of pay provided that all such overtime is authorized by the Supervisor or the Director. Overtime shall be on a voluntary basis.

Effective 1 January 2015: one and one-half times (1 1/2 X) the applicable basic hourly rate for the first three (3) hours of overtime worked and two times (2X) the applicable basic hourly rate thereafter.

12.02 Part-time Employees who are regularly scheduled to work less than seventy-five (75) hours in a bi-weekly period will not qualify for overtime unless they have completed seventy-five (75) hours of work in the scheduled work period or in excess of seven and one half (7.5) hours in a day.

12.03 An Employee who is absent on paid time during his/her scheduled work week because of sickness, bereavement, holidays or vacation shall, for the purpose of computing overtime pay, be considered as if he/she had worked during his regular hours during such absence.

12.04 If an Employee is called back to work within eight (8) hours after working their regular shift, they shall receive overtime rates of pay for all hours worked during the callback.

12.05 Full-time Employees and Regular Part-time Employees required to work by the Employer on their scheduled days off shall be paid overtime rates. Overtime will apply to hours worked beyond the daily or bi-weekly provisions in Article 12.01.

Part-time Employees who wish to work beyond their regular scheduled hours shall inform the Employer in writing. Where there are extra hours available, the Employer shall offer, in order of seniority where possible, extra hours to those Part-time Employees who have indicated their availability. Overtime will apply to hours worked beyond the daily or bi-weekly provisions in Article 12.01.

12.06 In the Event an Employee works a double shift, the Employee shall be provided with access to a meal during the second shift at no cost to the Employee.

ARTICLE 13

SALARIES

- 13.01 The basic rate of pay as set out in the Salaries Schedule shall be applicable to all Employees covered by this Collective Agreement.
- 13.02 Wage rates are effective on the dates specified in the Wage Schedule.
- Subject to any of the other terms of this Collective Agreement providing for the withholding or delay in granting of an increment, an Employee's basic rate of pay will be advanced to the next higher basic rate of pay following:
- (a) The completion of the probationary period of four hundred and fifty (450) hours.
- 13.03 Upon completion of 13.03(a) the following shall apply:
- (b) In the case of a Full-time Employee, one thousand nine hundred fifty (1950) hours paid, exclusive of all overtime hours; or Part-time and Casual Employees shall be entitled to an increment on the completion of one thousand nine hundred fifty (1950) hours paid.
- 13.04 (a) For the purpose of establishing the basic rate of pay on hire, the Employer shall recognize previous experience satisfactory to the Employer provided that not more than two (2) years have elapsed since such experience was obtained.
- (b) Previous experience will be recognized in complete yearly units of one thousand nine hundred fifty (1950) hours.
- 13.05 When an Employee transfers to a classification with a lower rate of pay her salary shall be adjusted immediately to the basic rate she would have been entitled to had she been on the lower rated classification from commencement of employment.
- 13.06 Employees required by the Employer to attend mandatory staff meetings, shall be given 72 hours notice and shall be paid at the rate of pay for attendance at such meetings.
- 13.07 There shall be no pyramiding of differentials, premiums, and bonuses for purposes of computing overtime hourly rates, unless so stated expressly in this agreement.
- 13.08 Paydays shall be on a bi-weekly basis by direct deposit, in accordance with the Employer's established practice.

ARTICLE 14

SHIFT PREMIUMS

Effective on the date of ratification:

14.01 Licensed Practical Nurses (LPN) Weekday (Mon-Fri) Premiums

- (a) In addition to their regular rate of pay, LPNs shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the evening shift (1500 – 2300).
- (b) In addition to their regular rate of pay, LPNs shall be paid a premium of two dollars and fifty cents (\$2.50) per hour for all hours worked on the night shift (2300 - 0700).

14.02 Licensed Practical Nurses (LPN) Weekend (Sat-Sun) Premiums

- (a) In addition to their regular rate of pay, LPNs shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the day shift (0700 - 1500).
- (b) In addition to their regular rate of pay, LPNs shall be paid a premium of three dollars (\$3.00) per hour for all hours worked on the evening shift (1500 - 2300).
- (c) In addition to their regular rate of pay, LPNs shall be paid a premium of four dollars (\$4.00) per hour for all hours worked on the night shift (2300 - 0700).

14.03 Health Care Aide (HCA) Weekday (Mon-Fri) Premiums

- (a) In addition to their regular rate of pay, HCAs shall be paid a premium of two dollars (\$2.00) per hour for hours worked on the evening shift (1500 – 2300).
- (b) In addition to their regular rate of pay, HCAs shall be paid a premium of two dollars and fifty cents (\$2.50) per hour for all hours worked on the night shift (2300 - 0700).

14.04 Health Care Aide (HCA) Weekend (Sat-Sun) Premiums

- (a) In addition to their regular rate of pay, HCAs shall be paid a premium of two dollars (\$2.00) per hour for all hours worked on the day shift (0700 - 1500).
- (b) In addition to their regular rate of pay, HCAs shall be paid a premium of three dollars (\$3.00) per hour for all hours worked on the evening shift (1500 – 2300).



- (c) In addition to their regular rate of pay, HCAs shall be paid a premium of four dollars (\$4.00) per hour for all hours worked on the night shift (2300 - 0700).

14.05 For all other classifications Weekday (Mon-Fri) Premiums

- (a) In addition to their regular rate of pay, all other classifications shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked between sixteen hundred and zero seven hundred hours (1600 – 0700); and
- (b) Provided at least fifty percent (50%) or more of the hours are worked after 1600 hours and before 0700 hours the following day.

14.06 All other classifications Weekend (Sat-Sun) Premiums

- (a) In addition to their regular rate of pay, all other classifications shall be paid a premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked between 0001 hours Saturday and 2359 hours Sunday.

ARTICLE 15

PRECEPTOR AND TRAINER PREMIUM

- 15.01 (a) “Preceptor” or “Trainer” shall mean an Employee who is assigned by the Employer to supervise, educate and evaluate students in an educational program, or any other Eligible Program as referred to in this Article.
- (b) When the Employer designates a Health Care Aide in writing, to act as a Trainer (educate, supervise and evaluate) for students in any specialized practice of training program, the Health Care Aide shall receive an additional sixty cents (\$0.60) per hour premium.

ARTICLE 16

UNION STEWARDS

- 16.01 The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent him in the processing of a grievance with the Employer. When it becomes necessary for a Union Steward to leave his job for this purpose, he will request time off from his immediate Supervisor and provide him with as much advance notice as possible. Arrangements will be made by the Supervisor to permit the Union Steward to leave his job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the supervisor or authorized alternate, which approval shall not be unreasonably withheld.
- 16.02 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.
- 16.03 A list of Union Stewards shall be supplied by the Union to the Executive Director. The Executive Director shall be advised in writing of any change to the list. The list shall be updated by the Union annually.
- 16.04 The Chapter and its members shall have the right at any time to the assistance of Union Staff Representatives when dealing or negotiating with the Employer and when processing a grievance.
- 16.05 Union Representatives Leave
- (a) When 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 will be made in writing to the proper officer of the Employer with as much advance notice as possible. Where possible, four (4) weeks advance notice will be provided except that in extenuating circumstances the time factor may be waived or reduced.
  - (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
  - (c) When leave to attend Union business has been approved, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.

- (d) One (1) Employee who is elected for a Full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. If it is permissible under the pension and group life plan and any other welfare plans, the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.
- (e) Employees who are selected for any staff position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for a period of two (2) years. Extension of such leave may be granted, if submitted in writing and approved by the Employer. Approval of an extension will be dependent on operational requirements and will not be unreasonably withheld. The Employee will be permitted to work for gain for such leave.

16.06 Negotiations

An Employee elected or appointed to the Union Bargaining Committee shall be granted time off with pay and without loss of seniority in order to prepare for negotiations and to participate in negotiations with the Employer. When requesting such leave, the Employee shall endeavor to provide as much advance notice as possible to the Employer. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus, an amount determined by the Employer to cover the cost of benefits plus, a reasonable administrative fee.

ARTICLE 17

STAFF PARKING

- 17.01 Employees shall be provided with secure underground parking during their working hours.
- 17.02 Staff parking shall be at no cost to the Employees and will be administered in accordance with the Employer's policy on parking.

ARTICLE 18

NAMED HOLIDAYS

18.01 The following are the Named Holidays:

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

Effective January 1, 2015

Add 2 Floating Holidays per calendar year (as identified and selected by the Employee)

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

- (a) work her scheduled shift immediately prior to and immediately following the holiday, except where the Employee is absent due to illness or other reasons acceptable to the Employer; and
- (b) work on the holiday when scheduled.

18.03 Regular Full-time Employees and Regular Part-time Employees shall be entitled to a day off with pay on a Named Holiday (including the 2 Floating Holidays). Regular Full-time Employees and Regular Part-time Employees required by the Employer to work on a Named Holiday (including the 2 Floating Holidays) shall be paid for all hours worked on a Named Holiday at one point five times (1.5X) the basic rate of pay;

plus:

- (a) the Employee may request payment for such day at the basic rate of pay; or
- (b) an alternate day off at a mutually agreed time to be used within a ninety (90) day period after the holiday; or
- (c) failure to mutually schedule the lieu day will result in the Employer paying an additional day.

18.04 When a paid holiday falls on a day that would otherwise be a Regular Full-time Employee's and Regular Part-time Employee's regularly scheduled day off, the Employee shall receive an alternate day off with pay as outlined in Clause 18.03 above.

- 18.05 When a Named Holiday falls during a Regular Full-time Employee's and Regular Part-time 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 per Article 18.03 above.
- 18.06 An Employee shall not be entitled to payment for a Named Holiday or a day off in lieu thereof when the Employee is:
- (a) on layoff;
  - (b) in receipt of Workers' Compensation benefits;
  - (c) on an unpaid leave of absence;
  - (d) on other leaves of absence in excess of fifteen (15) days.
- 18.07 Nothing in this Article shall prevent the Employee and the Employer from agreeing to any combination of time and one half (1 1/2X) plus a day in lieu or a day's pay and time and one half in lieu for Regular Full-time Employees and Regular Part-time Employees who work on any of the paid holidays in Clause 18.01.
- 18.08 All attempts will be made to ensure that if a person worked Christmas Day, they will have New Years Day off. All attempts will be made to alternate Christmas day and New Years day from year to year. The Employer will endeavor to accommodate all requests in a fair and equitable manner.

## ARTICLE 19

### ANNUAL VACATION

- 19.01 For the purpose of this Article, "Vacation" means vacation with pay.
- 19.02 Vacation Entitlement for Regular Full-time Employees and Regular Part-time Employees, 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 and the rate at which such entitlement is earned shall be governed by the position held by the Employee and the total length of such services as follows:
- (a) During the first (1<sup>st</sup>) to the fourth (4<sup>th</sup>) year of such employment, an Employee earns a vacation entitlement of two (2) weeks and four percent (4%) of gross earnings;
  - (b) During each of the fourth (4<sup>th</sup>) to the eighth (8<sup>th</sup>) years of employment, an Employee earns a vacation entitlement of three (3) weeks and six percent (6%) of gross earnings;

- (c) During the eighth (8th) year of employment and beyond, an Employee earns a vacation entitlement of four (4) weeks and eight percent (8%) of gross earnings;

19.03 Regular Part-time Employees shall be paid the appropriate percentage of gross earnings provided in Clause 19.02 on the second pay period in June.

- (a) For the purpose of Article 19.03(a), hours worked shall include hours worked and paid at the basic rate of pay and sick leave with pay.

19.04 Vacation with pay shall not accrue during periods while:

- (a) on layoff;
- (b) on unpaid absence during which she is in receipt of WCB benefits; and
- (c) on leave of absence in excess of fifteen (15) calendar days for any reason.

19.05 Time of Vacation

All vacation shall be taken at a mutually agreeable time. The Employer shall post the vacation schedule planner from April 15<sup>th</sup> to May 15<sup>th</sup> of each year. Where an Employee submits her vacation preference by May 15<sup>th</sup> of that year, approval shall be granted in writing by order of seniority by June 1<sup>st</sup> of the same year. Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken. For the purposes of this agreement the annual vacation year is from June 1<sup>st</sup> to May 31<sup>st</sup>.

When an Employee submits a request in writing after May 15<sup>th</sup> for vacation, the Employer shall indicate approval or disapproval in writing of the vacation request within ten (10) days of the request.

An Employee who does not select vacation on the schedule planner may take vacation at a time approved by the Employer and not in conflict with the Employees who have selected on the vacation planner.

19.06 Once vacations are authorized by the Employer they shall not be changed except in cases of emergency or by mutual agreement between the Employer and the Employee.

No Employee is responsible for making arrangements for replacements as a condition to receive authorization for the scheduling of vacation by the Employer.

19.07 The Employer shall advise an Employee of her accrued vacation entitlements, broken down to show the percentage % X hours of vacation, on her biweekly pay stub.

19.08 Vacation Pay on Termination

An Employee upon termination shall receive vacation pay at her basic rate of pay for all vacation earned.

ARTICLE 20

SICK LEAVE

20.01 Sick leave is for the sole purpose of protecting Full-time and Regular Part-time Employees from loss of income when legitimately absent due to a non-occupational illness or disability.

20.02 Full-time Employees who have completed their probationary period shall be credited with ten (10) sick leave days and Part-time Employees who have completed their probationary period shall be credited with seven (7) sick leave days per year. Full-time Employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of zero point eight three (0.83) days per month worked to a maximum of ten (10) working days per year. Regular Part-time Employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of zero point five eight (0.58) days per month worked to a maximum of seven (7) working days per year. There will not be any carry over of unused sick days to the next year.

Effective January 1, 2015

Full-time Employees who have completed their probationary period shall be credited with twelve (12) sick leave days and Part-time Employees who have completed their probationary period shall be credited with nine (9) sick leave days per year. Full-time Employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of one (1.0) day per month worked to a maximum of twelve (12) working days per year. Regular Part-time Employees completing their probationary period part way through the year shall be granted sick leave with pay at the rate of zero point seventy-five (0.75) days per month worked to a maximum of nine (9) working days per year. There will not be any carry over of unused sick days to the next year.

20.03 Wage replacement will commence upon the first (1st) day of illness or disability.

- 20.04 Any eligible Employee claiming sick leave under this Article shall notify the Employer at least two (2) hours before the Employee would normally report for work. It is understood that the Employee shall supply a medical certificate to the Employer for periods of illness or disability, should the request for sick leave exceed three (3) or more days and may be required on the first (1st) day of illness or disability.
- 20.05 Subject to the above, an Employee granted sick leave shall be paid for the period of such leave at the Basic Rate of Pay and the number of sick leave credits thus paid shall be deducted from her accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced.
- 20.06 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, provided the illness is verifiable.
- 20.07 As per Article 24.10, Casual Employees will not be entitled to sick leave.

## ARTICLE 21

### WORKERS' COMPENSATION

- 21.01 Workers' Compensation Board coverage will be provided by the Employer for all Employees. In accordance with the *Income Tax Act*, Workers' Compensation benefits are not taxable.
- 21.02 Employees shall not be paid for 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 accrue sick leave credits and vacation entitlements during the period of absence, but will accrue seniority to a maximum of one (1) year.
- 21.03 Employees shall not be entitled to a Named Holiday or a compensating day off in lieu of a Named Holiday from the Employer while receiving benefits from Workers' Compensation.
- 21.04 An Employee who has been on Workers' Compensation in excess of thirty (30) calendar days and who is certified by the Workers' Compensation Board to be fit to return to work and who is capable of performing the duties of her former position, shall provide the Employer with fourteen (14) 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, the Union and the Employee.



21.05 The Employee shall keep the Employer informed of the progress of her condition on an on-going basis.

## ARTICLE 22

### LEAVE OF ABSENCE

22.01 General Conditions

- (a) Requests for a leave of absence, without pay or benefits of Employer contributions will, where possible, be made in writing to the proper officer of the Employer four (4) weeks in advance, except that in extenuating circumstances the time factor may be waived or reduced. Recognizing that the primary commitment of the Employee is to the Employer, the granting of leaves of absence is subject to the approval of the Employer. Except in exceptional circumstances the Employer will reply in writing to a request for leave of absence within fourteen (14) days of receipt of the request.
- (b) During leaves of absence without pay of longer than thirty (30) calendar days, subject to approval by the Insurer(s), Employees may elect to maintain coverage of contributory plans specified in Article 30, provided that the Employee makes prior arrangements to pay full premium costs. Employees shall provide post-dated cheques for the premium costs. In the event of failure to remit the full payment required above, reinstatement in any and all plans shall be subject to the enrollment and other requirements of the Underwriter.
- (c) For the portion of maternity leave during which an Employee has a valid health-related reason for being absent from work and who is in receipt of sick leave payments shall be administered in the same fashion as an Employee absent due to illness.
- (d) An Employee who has been granted leave of absence and overstays the leave without permission of the Employer shall automatically terminate her position, except in cases of extenuating circumstances acceptable to the Employer.
- (e) Employees shall not be entitled to Named Holidays with pay, which may fall during a period of leave of absence without pay.

Employees granted leave of absence shall be required to use up accumulated vacation entitlement prior to returning to duty.

(a) Maternity Leave

- (i) An Employee who has completed fifty-two (52) weeks of continuous employment shall, upon her written request, providing at least twenty-eight (28) calendar days' advance notice, be granted maternity leave to become effective at any time during the twelve (12) weeks immediately preceding the estimated date of delivery, provided that she commences maternity leave no later than the date of delivery. If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy interferes with the performance of the Employee's duties the Employer may, by notice in writing to the Employee, require the Employee to commence maternity leave forthwith. Such 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. The Maternity Leave to which a pregnant Employee is entitled is a period of not more than fifteen (15) weeks, however, the Employee may combine the period of maternity with entitlement under Parental Leave, for a total period of fifty-two (52) weeks. Maternity leave shall not exceed fifty-two (52) weeks unless mutually agreed between the Employer and the Employee.
  - (ii) An Employee requesting an extension of maternity leave and who has unused vacation entitlement may be required to take the vacation pay as a part of or all the period of the extension.
- (b) (i) Subject to Section (ii) an Employee on maternity leave shall provide the Employer with at least twenty-eight (28) calendar days' notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.

- (ii) In the event that during the period of an Employee's maternity leave, the position from which the Employee is on such leave has been eliminated due to reduction of the working force or discontinuation of an undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's maternity leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking, or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article.

22.03

Parental or Adoption Leave

- (a) An Employee who has completed fifty-two (52) weeks of continuous employment shall upon written request, giving twenty-eight (28) calendar days' notice before making application for Parental or Adoption Leave, be granted leave without pay for up to thirty-seven (37) weeks.
- (b) Where the Employee is unable to comply with (a), the Employee may commence Adoption Leave upon one (1) day's notice provided that application for such leave was made when the adoption was approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) (i) Subject to Section (ii) an Employee granted Parental or Adoption Leave shall provide the Employer with twenty-eight (28) calendar days' notice of readiness to return to work, following which the Employer will reinstate her in the same or an equivalent position at not less than the same step in the pay scale and other benefits that accrue to her up to the date she commenced leave.

- (ii) In the event that during the period of an Employee's Parental or Adoption Leave, the position from which the Employee is on such leave has been eliminated due to reduction of the work force or discontinuation of the undertaking or activity and the Employer has not increased the work force or resumed operations on the expiry of the Employee's adoption leave and the returning Employee does not have sufficient seniority to displace any other incumbent, the name of the Employee will be added to the list of laid off Employees. Upon increasing the work force, resumption of the business, undertaking or activity, recall or reinstatement to the working force shall be in compliance with the Layoff and Recall Article.

22.04 Court Appearance

When a Regular Full-time or Regular Part-time Employee is subpoenaed as a witness at court or is required for jury selection or duty, the Employer will pay the Employee's regular wages for the scheduled shifts while in such attendance, less the amount paid to the Employee for such attendance at court or for jury selection or duty.

22.05 Bereavement Leave

- (a) Effective upon written notice of ratification of the Agreement by the Parties, in the event of a death of an immediate family member as defined below, an Employee shall be entitled to receive three (3) consecutive days bereavement leave without loss of pay for regularly scheduled shifts lost from work during the period of mourning.

Immediate family means: spouse (same or opposite gender including common-law that has co-habitated with the Employee for at least one (1) year), fiancé(e), child, parent (including step-parent), siblings (including step-brother or sister), current in-law relationships (including mother, father, brother, sister, son or daughter), grandparents and grandchildren.

- (b) Where travel requirements of total travel of more than two hundred and fifty (250) kilometers, or other special circumstances, the Employer may extend bereavement leave by two (2) additional days.

- (c) In the event of a death of another relative or close friend, the Employer may grant one (1) working day off with pay to attend the funeral services.

22.06 Compassionate Care Leave

- (a) Effective upon written notice of ratification of the Agreement by the Parties, when a Regular Employee with a qualified person in the end-stage of life, who is dying or at significant risk of death within six (6) months, shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period of up to six (6) weeks. Qualified person means an immediate family member defined as mother, father, spouse including fiancé(e) or child in accordance with the compassionate care benefit under Employment Insurance legislation.
- (b) In order to qualify for leave under this provision, the Employee shall meet the eligibility requirements of the Employment Insurance regulations.
- (c) Employees may be required to submit to the Employer satisfactory proof demonstrating the need for compassionate care leave.

22.07 Education Leave

- (a) The parties recognize the benefit of upgrading education for the Employee and Employer. Effective on the date of written notice of ratification, when the Employer receives eight (8) weeks written advanced request from the Regular Full-time or Regular Part-time Employee, and where operational; requirements permit, the Employer shall grant an unpaid leave of absence for Regular Employees, for a period of up to two (2) years for attendance at a recognized educational institution. Written notice of less than eight (8) weeks may be considered at the discretion of the Employer.
- (b) Employees who are granted Education Leave shall be approved as a general leave of absence and all conditions of general leave shall apply.
- (c) During an Employee's Education Leave, she may work as a Casual Employee in the bargaining unit without adversely affecting her reinstatement to the position from which she is on approved leave.

ARTICLE 23

TEMPORARY EMPLOYEES

- 23.01 Except as modified in this Article, all provisions of this Collective Agreement shall apply to Temporary Employees.
- 23.02 Employee Health Benefits Plan
- The provisions of Article 30 Benefits shall apply to Temporary Employees after the completion of six (6) months of continuous services, and whose regular hours of work exceed fifteen (15) hours per week averaged over one complete cycle of the shift schedule.
- 23.03 Layoff and Recall
- (a) A Temporary Employee shall not have the right to grieve when no longer required in the temporary position, or upon expiry of the temporary position.
  - (b) The Employer will endeavor to provide an Employee at least seven (7) calendar days' written notice of termination of a temporary position where such a position's anticipated original duration has been altered.

ARTICLE 24

CASUAL EMPLOYEES

- 24.01 All provisions of this Collective Agreement shall apply to Casual Employees, except where modified in this Article.
- 24.02 No Casual Employee shall be scheduled except with her consent.
- 24.03 A Casual Employee who has provided the Employer with her availability and who does not accept shifts for a period of two (2) consecutive months, will be terminated due to position abandonment.
- 24.04 When a Casual Employee is not notified in advance that a shift has been cancelled and reports for work, the Employee will be paid three (3) hours at the basic rate of pay. The Employer may require the Employee to perform work during that time.

- 24.05 A Casual Employee required to work on a Named Holiday shall be paid at one point five times (1.5X) her basic rate of pay for all hours worked.
- 24.06 Casual Employees shall be paid four percent (4%) of their regular earnings paid at the basic rate of pay as vacation pay on each bi-weekly pay period.
- 24.07 Appointments, Transfers and Promotions
- (a) Subject to the criteria established in Article 10 of this Collective Agreement, an applicant for regular employment who has experience with the Employer as a Casual Employee within the bargaining unit shall be given preference over external applicants.
- (b) All internal applicants for a posted transfer, promotion and/or vacancy, shall be informed in writing of their acceptance or rejection within five (5) working days of the date of appointment.
- 24.08 Casual Employees do not accrue seniority.
- 24.09 The Layoff and Recall provisions do not apply to Casual Employees.
- 24.10 Regular hours of work for a Casual Employee are up to seven point five (7.5) hours per day, exclusive of meal periods. Casual Employees are not eligible for overtime until they have worked more than seven point five (7.5) hours in a day, exclusive of meal periods or seventy-five (75) hours in a bi-weekly pay period.
- 24.11 In addition to the foregoing, the following provisions of this Collective Agreement do not apply to Casual Employees: Leaves of Absence, Annual Vacation, Named Holidays, Sick Leave, and Benefits.

## ARTICLE 25

### LAYOFF, RECALL AND SEVERANCE

- 25.01 It is the exclusive right of the Employer to:
- (a) establish, and vary from time to time, the job classifications and the number of Employees, if any, to be employed in any classification, or in any work place of the facility;
- (b) and assign to other classifications any, or all, of the duties normally performed by classifications of this bargaining unit when Employees from within this bargaining unit are not available.

25.02 Notice of Layoff

Where, in the opinion of the Employer, it becomes necessary to displace an Employee, due to a reduction of the work force or reduction in regularly scheduled hours of work of a Regular Employee, or wholly or partly discontinue an undertaking, activity or service, the Employer will notify the Employee in writing at least fourteen (14) calendar days prior to the date of layoff, except that the fourteen (14) calendar days notice shall not apply where layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer.

Where the layoff results from an act of God or emergency such as fire or flood or any other circumstances beyond the control of the Employer, the fourteen (14) calendar day's notice is not required.

Employees will be laid off in reverse order of seniority provided that the remaining Employees have the skills, training, knowledge and ability to perform the work.

25.03 Application

In this provision, classification means all classifications and status means Full-time or Part-time.

- (a) In the event of a reduction in the workforce, a displaced Regular Employee may displace a less senior Regular Employee in the same classification within the same status.
- (b) When a displaced Regular Employee is unable to displace someone with the same classification and status, such displaced Employee may displace a less senior Employee in the same classification with a different status.
- (c) When an Employee is on an approved leave of absence, or Workers' Compensation Benefits the consultation meeting and the notice of layoff, if applicable, shall be served when the Employee has provided notice of readiness to return to work.

25.04 Employee Benefit Coverage During Layoff

- (a) The Employer shall make payment for its share of the full premium of benefits on behalf of a laid off Employee for a maximum of one (1) month's premium.



- (b) Employees laid off for more than one (1) month may, with the assistance of the Employer, make prior arrangements for payment of the full premiums of the benefits for a maximum of three (3) months.

25.05

Recall

- (a) Employees will be recalled in reverse order of layoff provided that the remaining Employees have the skills, training, knowledge and ability to perform the work.
- (b) The method of recall shall be by telephone, and if contact with the Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of the same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified will report for work as directed but in any event shall notify the Employer of their intent no later than five (5) days following the delivery date.
- (c) No new Regular Employees will be hired where there are other Employees who are on layoff, who are capable of performing the work available.

25.06

Other than for the continuation of the seniority held at the time of layoff, an Employee's rights while on layoff shall be limited to the right of recall. Seniority shall not accumulate while an Employee is on layoff.

25.07

Employment shall be deemed terminated when an Employee does not return from layoff when notified to do so, or on the expiry of twelve (12) months from the date of layoff, whichever first occurs. Where an Employee on layoff occupies a temporary position, the twelve (12) month period shall be suspended during her temporary position and shall recommence upon the termination of the temporary position for the balance of the twelve (12) month recall period.

25.08

Casual Shifts

- (a) Regular Employees who have been reduced in regular hours of work through the application of Article 24, and Employees on layoff shall indicate in writing on a monthly basis to the Employer their availability to work casual shifts (i.e. work opportunities of three (3) months or less).
- (b) Casual shifts shall be offered to Employees by seniority provided that the Employees have the skills, training, knowledge and ability to perform the work.
- (c) Regular Employees who have been reduced in regular hours shall be given first opportunity to casual shifts. Regular Employees on full layoff who refuse casual shifts may do so without adversely impacting their recall rights.

25.09

Severance

Commencing on the date of ratification of this Agreement, in the event of layoff resulting in permanent reductions of Regular Employees, notice or pay in lieu of notice shall be granted in accordance with the following severance schedule:

Service between 3 months & 2 years	1 week notice or pay in lieu
Service between 2 years & 4 years	2 weeks notice or pay in lieu
Service between 4 years & 6 years	4 weeks notice or pay in lieu
Service between 6 years & 8 years	5 weeks notice or pay in lieu
Service between 8 years & 10 years	6 weeks notice or pay in lieu
Service greater than 10 years	8 weeks notice or pay in lieu

ARTICLE 26

DISCIPLINE, DISMISSAL AND RESIGNATION

26.01

In the event an Employee is given a written warning, it shall be within ten (10) days of the date the Employer concludes their investigation. A written warning that is grieved and determined to be unjustified shall be removed from the Employee's record.

- 26.02 In the event an Employee is suspended or dismissed, the Employer shall provide written reasons for the suspension or dismissal to the Employee and the Union (Membership Services Officer) within five (5) days of the action being taken. The action of suspension or dismissal shall be within ten (10) days of the date that the Employer concludes their investigation. When action involves a suspension, the notice shall specify the time period of the suspension.
- 26.03 By an appointment made at least one (1) working day in advance, an Employee and/or their Union representative, shall have access to their personnel records during the grievance process or at least once per year, in the presence of the Executive Director or her designate.
- 26.04 The Employer will schedule a disciplinary discussion or investigation with an Employee, where such investigation is under the discretionary control of the Employer, by giving reasonable advance notice. At such discussion or investigation, an Employee shall be accompanied by a Union Steward, at the request of the Employee.
- 26.05 An Employee who has been subject to disciplinary action may after two (2) years of continuous service from the date the disciplinary measure was invoked, request in writing that her 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 two (2) year period of which the Employee is aware.
- 26.06 In the event an Employee is reported to her licensing body by the Employer, the Employee shall be so advised, and a written copy shall be forwarded to the Union.
- 26.07 An Employee absent for three (3) consecutive work days without notifying the Employer, shall be considered to have vacated her position except where the Employee subsequently provides reasons acceptable to the Employer.
- 26.08 Fourteen (14) calendar days' notice in writing shall be given by the Employee resigning from the Employer.

ARTICLE 27

CONTRACTING OUT

- 27.01 Except in the case of an emergency, the Employer agrees to give the Union notice in writing, at least ninety (90) days prior to contracting out any work which may result in the layoff of any Employee in the bargaining unit. Discussions will commence between the parties with ten (10) days of such notice and every reasonable effort will be made to provide continuing employment for affected Employees with the Employer or with the contractor.

ARTICLE 28

OCCUPATIONAL HEALTH AND SAFETY

- 28.01 A Committee will be established to consider matters of Occupational Health and Safety.
- 28.02 The Committee shall meet at least quarterly or more frequently if required by either party at a mutually acceptable hour and date.
- 28.03 The Committee shall be established and the Union will have the right to designate three (3) members of the bargaining unit as a member of this committee.
- 28.04 The basic rate of pay will be paid to such Employee for time spent in attendance at a meeting of the Committee.
- 28.05 The Employer agrees to abide by the terms of the Occupational Health and Safety Act.
- 28.06 An Employee's rights shall be respected in accordance with the Occupational Health and Safety Act.

ARTICLE 29

GRIEVANCE PROCEDURE

- 29.01 Grievance Definitions

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

- (a) an individual grievance is a dispute affecting one (1) Employee. Such grievance shall be initiated at Step 1 of the grievance procedure as outlined in Article 29.05 except in cases of suspension or dismissal which will commence at Step 2; or
- (b) a group grievance is a dispute affecting two (2) or more Employees. Such grievance shall be initiated at Step 2 and processed there from in the same manner as an individual grievance as outlined in Article 29.05. A group grievance shall list all Employees affected by the grievance and the results of such grievance shall apply, proportionately if applicable, to all Employees listed on the original grievance; or
- (c) a policy grievance is a dispute between the Parties which, due to its nature, is not properly the subject of an individual or group grievance. Such grievance shall be initiated, in writing, within fifteen (15) days of the date the aggrieved Party first became aware of or reasonably should have become aware of the event leading to the grievance. If the policy grievance is a Union grievance, it shall commence at Step 2. If the policy grievance is an Employer grievance, it shall be directed to the Union President and the President shall render a written reply within five (5) days of receipt. Upon receipt of response or failure to reply, the Employer may advance the grievance to arbitration. Notwithstanding Article 29.01(a), (b) and (c) and Article 29.05 the Parties may mutually agree to advance the grievance to a subsequent step in the grievance process. In the event any management officers as named in the grievance steps are one and the same, the subsequent steps will be deemed to have been complied with.

29.02 Authorized Representatives

An Employee may be assisted and represented by a Union Representative when presenting a grievance.

The Employer agrees that the Union Representative shall not be hindered, coerced or interfered with in any way in the performance of their functions while investigating disputes and presenting adjustments as provided in this Article. However, no representative shall leave her work without obtaining consent from her Supervisor, which shall not be unreasonably withheld. The Union Representative shall not suffer any loss of pay for time spent in the performance of her duties involving a grievance provided that the representative does not leave the Employer's premises.

29.03

Communication

- (a) Any notice or advice which the Employer or members of its administrative staff are required to give to the Union in respect of any matter referred to in this Article shall be sufficient if delivered to the President of AUPE with copies delivered to the Chairperson of the Chapter and the Union Representative.
- (b) Any notice or advice which the Union is required to give to the Employer in respect of any matter referred to in this Article shall be sufficient if delivered to the Executive Director or her designated alternate.
- (c) The hearing of grievances at any stage of the grievance procedure will be held during the normal working day with no loss of basic pay for a participating Employee.

29.04

Time Periods

- (a) For the purpose of this Article, periods of time referred to in days shall be deemed to mean such periods of time calculated as consecutive calendar days exclusive of Saturdays, Sundays, and Named Holidays which are specified in Article 18.
- (b) Should the Employee or the Union fail to comply with any time limit in this Article, the grievance will be considered to be abandoned, unless the Parties have mutually agreed in writing to extend the time limits.
- (c) Should the Employer fail to comply with any time limits in this Article, the grievance shall automatically move to the next step on the day following the expiry of the particular time limit unless the Parties have mutually agreed in writing to extend the time limits.
- (d) During any and all grievance proceedings, the Employee shall continue to perform her duties, except in cases of suspension or dismissal.
- (e) A suspension or dismissal grievance shall commence at Step II.

29.05

Steps of the Grievance Procedure involving disputes between the Employer and the Employee:

### Step 1

If a dispute arises between the Employer and an Employee regarding the interpretation, application or alleged violation of this Collective Agreement, the Employee may discuss the matter with her Immediate Supervisor or designate, who is not within the scope of this Collective Agreement with a view to resolving it within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. If the dispute is not resolved satisfactorily, it may then be advanced to Step 2.

### Step 2

A grievance shall be submitted, in writing, to the Executive Director or designate indicating the Article claimed to have been violated, the nature of the grievance, and the redress sought within ten (10) days of the occurrence of the act causing the grievance or within ten (10) days of the time when the Employee first became aware that a grievance had allegedly occurred. The Executive Director or designate shall meet with the grievor and Union Representative within ten (10) days of receiving the grievance and shall render a written decision within ten (10) days of the grievance meeting, with a copy to the Union.

### Step 3

If the grievance is not resolved under Step 2, the Union may, within ten (10) days of the receipt of the written decision of the Executive Director or designate, submit the grievance in writing to the Head Office Representative (Labour Relations) or designate, specifying the nature of the grievance/s and the redress sought, who, in conjunction with the Executive Director shall meet with the grievor and the Union Representative and shall render a decision in writing to the Union within ten (10) days of the meeting.

### Mediation

A grievance not resolved at Step 3 may be referred to Mediation if both the Union and the Employer agree to do so. A grievance not resolved at Mediation may be referred to Arbitration by one party giving written notice to the other within ten (10) days of the Mediation being concluded.

Each of the Parties to this Collective Agreement shall bear the expenses of the Mediator equally.

#### Step 4 - Arbitration

Either of the Parties within ten (10) days of the Employer's reply at Step 3, may submit a grievance to Arbitration and shall notify the other Party in writing of its intention to do so; and

- (a) name its appointee to the Arbitration Board; or
- (b) state its desire to meet to consider the appointment of a single Arbitrator.

Within ten (10) days after receipt of notification, the Party receiving such notice shall:

- (i) inform the other Party of the name of its appointee to an Arbitration Board, or
- (ii) arrange to meet with the other Party in an effort to select a single Arbitrator. Where agreement cannot be reached on the principle and/or selection of a single Arbitrator, an Arbitration Board shall be established.

Where appointees to a Board have been named by the Parties, they shall, within ten (10) days, endeavor to select a mutually acceptable Chairperson for the Arbitration Board. If they are unable to agree upon the choice of a Chairperson they shall immediately request the Minister of Labour of the Province of Alberta to appoint a Chairperson.

After a single Arbitrator has been selected or the Arbitration Board has been formed in accordance with the above procedure, they shall hear such evidence as the Parties may desire to present, assure a full, fair hearing, and shall render the decision, in writing, to the Parties within fourteen (14) days after the completion of the hearing.

The decision of a majority of the Board of Arbitration, or if there is no majority, the decision of the Chairperson, shall be the decision of the Board. The decision of a Board of Arbitration or the decision of a single Arbitrator shall be final and binding on the Parties.

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



Each of the Parties to this Collective Agreement shall bear the expenses of its appointee to an Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator shall be borne equally by the two Parties to the dispute.

Any time limits herein contained in Arbitration proceedings may be extended if mutually agreed to in writing by the Parties.

### ARTICLE 30

#### EMPLOYEE MANAGEMENT ADVISORY COMMITTEE (EMAC)

- 30.01
- (a) An Employee Management Advisory Committee (EMAC) shall be established. The EMAC shall meet at least bi-monthly.
  - (b) The Local/Chapter Representative of the Union shall provide the names of up to three (3) elected Employees and the Employer shall provide the names of up to three (3) appointed Representatives to sit on the EMAC.
  - (c) The desired functions of the EMAC are to examine and make recommendations regarding the concerns of Employees and other matters related to employment, not covered within the Collective Agreement.
  - (d) An Employee shall be paid her basic rate of pay for attendance at these Committee Meetings.
  - (e) Additional meetings can be called upon mutual agreement between the Union and the Employer.
  - (f) The chairing of the meetings shall be rotated between the Employer and the Union.

### ARTICLE 31

#### UNIFORMS AND PROTECTIVE APPAREL

31.01 The Employer will supply Uniforms and maintain Uniforms as follows:

- (a) Dietary Aides

The Employer will supply and launder aprons and ties for all Employees.

- (b) HCAs and LPNs  
The Employer will supply aprons and vests for all Employees.
- (c) Housekeepers  
The Employer will supply and launder aprons for all Employees.
- (d) Maintenance Staff  
The Employer will supply three pairs of work pants and three shirts to all Employees.
- (e) Cooks  
The Employer will supply and launder jackets, aprons, hats and pants to all Employees.

- 31.02 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act*.
- 31.03 Where in the opinion of the Employer, protective and safety footwear [including non-slip] are required, the Employer shall reimburse Maintenance Employees for the cost of authorized replacement of CSA approved safety footwear once in each calendar year, to a limit of two hundred dollars (\$200.00) upon submission of proof of purchase.
- 31.05 The Employer will inform Employees of any changes to Employee uniforms prior to implementation.

ARTICLE 32

BENEFITS

- 32.01 The Employer agrees to provide all Regular Full-time and Regular Part-time Employees with the benefits set out in Schedule "B".
- 32.02 The Employer agrees that Regular Part-time Employees who work at least thirty (30) hours per bi-weekly pay period shall be eligible to participate in the Benefit plans.
- 32.03 The Employer shall provide all new Employees with information regarding the Benefit plans and eligibility requirements.  
  
The operation of the benefit plans shall be governed by the terms and conditions of the contracts between the Employer and the benefits insurers.

ARTICLE 33

RETIREMENT SAVINGS PLAN

- 33.01 Effective January 1, 2015, the Employer will establish an Employee self-directed, Registered Retirement Savings Plan (RRSP) for Regular Full-time and Regular Part-time Employees (who are normally scheduled to work forty (40) hours bi-weekly or more of the normal work hours in a bi weekly pay period.) Participation will be on a voluntary basis.
- 33.02 Employees on the Employer's payrolls as of the date of ratification of this Collective Agreement are eligible to enroll in the Plan without any eligibility period. For person hired on or after the date of ratification, the eligibility period is completion of six (6) months service.
- 33.03 Employees who wish to participate will contribute:
- Effective January 1, 2015, one percent (1%) per hour worked, matched by the Employer on a dollar for dollar basis, up to a maximum of one percent (1%) of regular earnings.
- Effective January 1, 2016, two percent (2%) per hour worked, matched by the Employer on a dollar for dollar basis, up to a maximum of two percent (2%) of regular earnings.
- Regular earnings (wages) is defined as the basic straight time wages for all hours worked, including: (i) the straight time component of hours worked on a holiday; (ii) holiday pay, for hours not worked; and (iii) vacation pay. All other payments, premiums, allowances etc. are excluded.

**CHURCHILL RETIREMENT COMMUNITY SALARY SCHEDULE**  
**Rate of Pay Per Hour & Effective Dates**

**Schedule "A" - Rates of Pay**

			<b>January 1 2014 3.00%</b>	<b>January 1, 2015 3.00%</b>	<b>January 1, 2016 3.00%</b>
<b>HCA</b>	0-450 hrs	\$17.38	\$17.90	\$18.44	\$18.99
	451-1950 hrs	\$18.25	\$18.80	\$19.36	\$19.94
	1951-3900 hrs	\$18.81	\$19.37	\$19.96	\$20.55
	3901-5850 hrs	\$19.09	\$19.66	\$20.25	\$20.86
	5851-7800 hrs	\$19.60	\$20.19	\$20.79	\$21.42
	7801-9750 hrs	\$20.24	\$20.85	\$21.47	\$22.12
	9751-11700 hrs	\$21.86	\$22.52	\$23.19	\$23.89
<b>LPN</b>	0-450 hrs	\$25.09	\$25.84	\$26.62	\$27.42
	451-1950 hrs	\$25.83	\$26.60	\$27.40	\$28.23
	1951-3900 hrs	\$26.61	\$27.41	\$28.23	\$29.08
	3901-5850 hrs	\$27.13	\$27.94	\$28.78	\$29.65
	5851-7800 hrs	\$27.68	\$28.51	\$29.37	\$30.25
	7801-9750 hrs	\$28.23	\$29.08	\$29.95	\$30.85
	9751-11700 hrs	\$28.80	\$29.66	\$30.55	\$31.47
	11701-13650 hrs	\$29.38	\$30.26	\$31.17	\$32.10
13651+ hrs	\$29.95	\$30.85	\$31.77	\$32.73	
<b>Cook</b>	0-450 hrs	\$15.87	\$16.35	\$16.84	\$17.34
	451+ hrs	\$16.36	\$16.85	\$17.36	\$17.88
<b>Senior Cook</b>	0-450 hrs	\$17.00	\$17.51	\$18.04	\$18.58
	451+ hrs	\$17.52	\$18.05	\$18.59	\$19.14
<b>Housekeeper</b>	0-450 hrs	\$12.19	\$12.56	\$12.93	\$13.32
	451+ hrs	\$13.70	\$14.11	\$14.53	\$14.97
<b>Dishwasher</b>	0-450 hrs	\$12.77	\$13.15	\$13.55	\$13.95
	451+ hrs	\$13.16	\$13.55	\$13.96	\$14.38
<b>Maintenance</b>	0-450 hrs	\$19.16	\$19.73	\$20.33	\$20.94
	451+ hrs	\$19.75	\$20.34	\$20.95	\$21.58
<b>Recreation Aide</b>	0-450 hrs	\$17.00	\$17.51	\$18.04	\$18.58
	451+ hrs	\$17.53	\$18.06	\$18.60	\$19.16
<b>Receptionist</b>	0-450 hrs	\$13.42	\$13.82	\$14.24	\$14.66
	451+ hrs	\$13.83	\$14.24	\$14.67	\$15.11
<b>Senior Receptionist</b>	0-450 hrs	\$17.00	\$17.51	\$18.04	\$18.58
	451+ hrs	\$17.53	\$18.06	\$18.60	\$19.16

Notes:

1. Senior Cook - In order to qualify for this position, the Employee must possess Red Seal Certification.
2. Employees who continue to be red circled after January 1, 2010 shall receive negotiated increases in lump sum payments equal to three percent (3%) of the previous years straight time earnings, paid quarterly.

ONE MEMBER REMAINS ON WAGE PROTECTION SUBJECT TO RIGHTS ARBITRATION

Retroactivity Provisions

Retroactive payments will be made to those Employees who were employed by the Employer from January 1, 2014 (or their start date, if later) continuously through to the date of ratification. No retroactive payments will be made to persons who ceased to be Employees prior to the date of ratification.

The retroactive payments should be made as soon as practicable after ratification, but in any event not later than sixty (60) days following the date of ratification. Retroactivity will be paid on all hours worked.

**SCHEDULE "B" - BENEFITS**  
**THE CHURCHILL RETIREMENT COMMUNITY**

Status: FT regularly works seventy-five (75) hours bi-weekly  
 PP regularly works at least thirty (30) hours but less than seventy-five (75) hours bi-weekly

<b>MONTHLY PREMIUMS = 1st Pay of Month</b>			
<b>BENEFIT</b>			<b>COVERAGE</b>
<b>LIFE</b>	benefit cancels at age 70		<b>\$30,000</b>
<b>MAJOR MEDICAL</b>			
Includes Semi Private			
<b>ASO</b>			
<b>DENTAL</b>			
<b>ASO</b>			

<b>BENEFIT</b>	<b>FT = FULL-TIME</b> Regularly works 75.00 hrs bi-weekly				<b>PP = PART-TIME</b> Regularly works at least 30.00 hrs but less than 75.00 hrs bi-weekly			
	HED	ER PAYS	HED	EE PAYS	HED	ER PAYS	HED	EE PAYS
<b>LIFE</b>	302	100%	771	0%	302	100%	771	0%
<b>MAJOR MEDICAL</b>	934	70%	734	30%	934	50%	734	50%
Includes Semi Private								
ASO								
<b>DENTAL</b>	931	70%	731	30%	931	50%	731	50%
ASO								

**Eligibility**

- Permanent Full- time are eligible for benefits after three (3) of service.
- Part-time Employees are eligible for benefits after four hundred and fifty (450) hours of work.
- While on Maternity/Parental Leave: Cost sharing remains unchanged for the duration of leave to a maximum of 50 weeks providing the Employee pays their portion.
- While on Sick Leave (unpaid): The Employee must pay 100% of benefit costs by the 15th of the month.
- While on WCB Leave: Cost sharing remains unchanged providing the Employee pays their portion for a max of one year.
- While on Unpaid Leave: The Employee must pay 100% of benefit costs by the 15th of the month.

- You must complete an enrolment form to elect your benefits, no later than thirty-one (31) days after becoming eligible. Otherwise you will be considered a late applicant and must provide satisfactory evidence of good health before you will be covered, and some benefit limitations may also apply.

#### **Life Insurance - Manulife Policy #38950**

- You are covered for \$30,000.
- Your life insurance ceases at the earlier of termination of employment, retirement or age seventy (70).

#### **Extended Health Care Plan - Manulife Policy #85776**

- Expenses incurred in Canada will be limited to a \$25,000 lifetime maximum per person.
- Expenses incurred outside of Canada will be limited to \$20,00 per person per year.
- No deductible will apply to Hospital or Out of Country emergency expenses.
- One hundred percent (100%) reimbursement for Hospital and Out of Country emergency expenses.
- Eighty percent (80%) reimbursement after the deductible, for all other eligible expenses.
- The following eligible expenses are included (for more detail, see the benefit provision pages provided):
  - Prescribed drugs add a pay direct drug card with Employees paying twenty percent (20%) of each prescription that legally requires a prescription. Mandatory generic substitution. The dispensing fee will be capped at seven dollars and fifty cents (\$7.50).
  - Convalescent hospital at one hundred and twenty (120) days per year.
  - Services of a clinical psychologist up to twenty dollars (\$20.00) per visit, to a maximum of one hundred dollars (\$100.00) per year
  - Services of a naturopath up to four (\$4.00) per visit, to a maximum of one hundred dollars (\$100.00) per year
  - Private duty nursing, when medically required, to a maximum of one hundred dollars (\$100.00) per person or one hundred dollars (\$100.00) per family per year.
  - Out of country emergency medical expenses
- This benefit ceases at the earlier of termination of employment or retirement.

#### **Dental - Manulife Policy #85777**

- Expenses will be reimbursed based on the prior year's dental fee guide for your province of residence.
- One hundred percent (100%) reimbursement for Basic dental services, including maintenance check-ups, fillings, x-rays, oral surgery, endodontics, periodontics and denture repairs.

- This benefit ceases at the earlier of termination of employment or retirement.

### **Cost Sharing**

- The basic Life Insurance is company paid for full and part time Employees.
- Health and Dental premiums are shared, with the company paying 70% and the Employee paying thirty percent (30%) for Full-time and the company paying fifty percent (50%) and the Employee paying fifty percent (50%) for Part-time Employees.



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

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
AUPE President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LETTER OF UNDERSTANDING

SOCIAL CLUB

Upon ratification of the Collective Agreement, the Parties agree the Social Club as identified in Article 29 of the previous Collective Agreement shall cease to exist. As a result of the elimination of the Social Club the following will occur:

1. All Bargaining Unit Employees participating in the Social Club at the date of ratification of the Collective Agreement (“the eligible Employees”) shall be entitled to a portion of the fund balance;
2. The Local 47 Chapter 07 Executive Committee members will examine and agree upon the eligible Employees and create a list of eligible Employees;
3. The fund balance as of date of ratification will be in the Churchill Social Club bank account;
4. The Employer will, within thirty (30) days of date of ratification, ensure the Local 47 Chapter Executive Committee receives the current monthly Toronto Dominion (TD) bank statements and the cheque book;
5. Payment to eligible Employees by the Local 47 Chapter 07 Executive Committee will be made within two (2) months of ratification of the Collective Agreement;
6. Once payment has been made to the Social Club participants, the Employer and the Employees shall have no further obligations to the Social Club;
7. The Letter of Understanding will be deleted and the matter shall be finalized by equal distribution of all outstanding funds amongst all eligible Employees as determined by the Union Chapter Executive Committee.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
AUPE President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_